



VISWAJYOTHI

COLLEGE OF ENGINEERING & TECHNOLOGY

Approved by AICTE New Delhi & Affiliated to APJ Abdul Kalam Technological University

Vazhakulam P.O., Muvattupuzha
Ernakulam Dist., Kerala - 686 670
Tel: 0485 2262211 / 44
Email: vjcet@vjcet.org
www.vjcet.org



3.5.2. NUMBER OF FUNCTIONAL MOUS WITH INSTITUTIONS, OTHER UNIVERSITIES, INDUSTRIES, CORPORATE HOUSES ETC. DURING THE LAST FIVE YEARS

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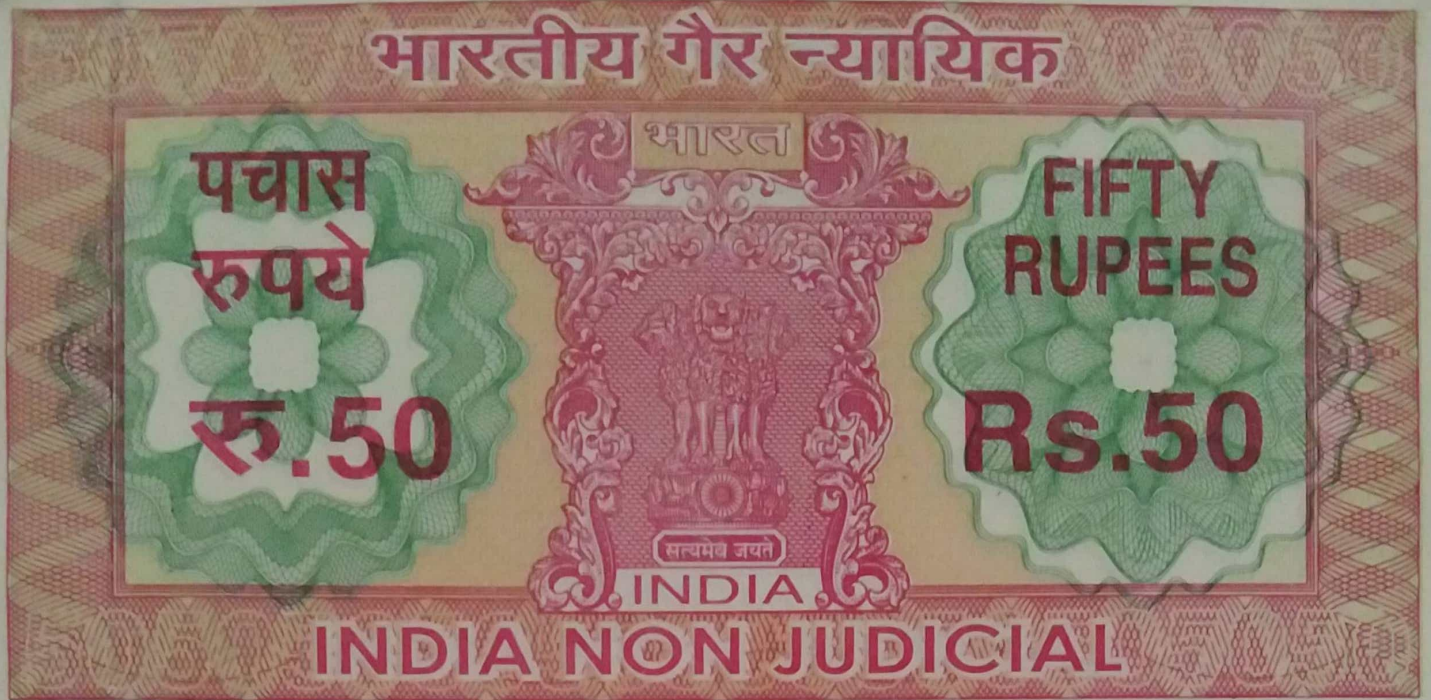
MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Viswajyothi College of Engineering and Technology
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O,
Muvattupuzha, Kochi, Kerala,
PIN-686670

&

M/S Looking soft Pvt. Limited
#C4, 4th Floor, Heavenly Plaza, Kakkanad
Cochin, Kerala, India - 682021



കേരളം KERALA

BZ 572917

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 24th day of August Two Thousand Twenty (**24.08.2020**),

BETWEEN

Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzha, **the First Party** represented herein by its Director, (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

M/S Looking soft Pvt. Limited, #C4, 4th Floor, Heavenly Plaza, Kakkanad, Cochin, Kerala, India - 682021 **the Second Party**, and represented herein by its Managing Director (hereinafter referred to as "**Second Party**", company 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')

Director,

M/S Looking soft Pvt. Limited

Director,

Viswajyothi College of Engineering & Technology.



No. 6495 Date 14/8/2020

Director Viswajyothi College of Engineering & Technology
Vazhakulam.



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BZ 572916

WHEREAS:

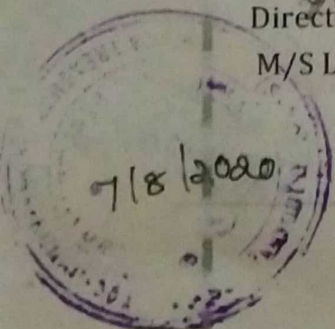
- A) First Party is a Higher Educational Institution named:
Viswajyothi College of Engineering and Technology
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced 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 interest;
- E) M/S Looking soft Pvt. Limited, the Second Party is engaged in software development, mainly on web and mobile technologies.

Director,

M/S Looking soft Pvt. Limited

Director,

Viswajyothi College of
Engineering & Technology.



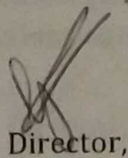
No. 6494 Date 14/8/2020 Rs. 50/-
Sold to Director Viswajyothi College of Engineering
& Technology Vazhakulam.
Kunuppampady Vardor P.N. Sulochana
enlock



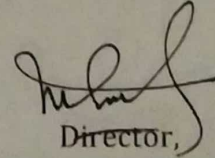
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BZ 572919

- F) M/S Looking soft Pvt. Limited, the Second Party is not promoted by any external Industrial Group
- G) M/S Looking soft Pvt. Limited, a company registered in India, is one of the leading software development company have expertise team on web and mobile platforms. Deployed lots of trending apps on the respective platform stores. They have a research team to make update on latest tech releases.


Director,

M/S Looking soft Pvt. Limited


Director,

Viswajyothi College of Engineering & Technology.



6496 Date 14/8/2020 50/-

Director Viswajyothi College of Engineering & Technology Vazhakulam.

Page 4 of 10

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NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

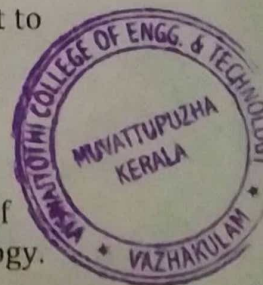
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities 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 and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU.

Director,

M/S Looking soft Pvt. Limited

Director,

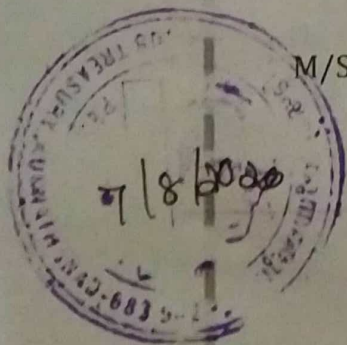
Viswajyothi College of Engineering & Technology.



6497 Date 14/8/2020

Director Viswajyothi College of Engineering & Technology Vazhakulam

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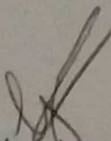


The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

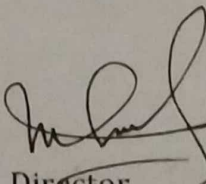
The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.1 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.2 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.



Director,

M/S Looking soft Pvt. Limited

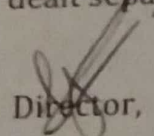


Director,

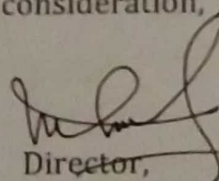
Viswajyothi College of
Engineering & Technology



- 2.3 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of software development, IoT and AI
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on the part of the Viswajyothi College of Engineering and Technology the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.


Director,

M/S Looking soft Pvt. Limited


Director,

Viswajyothi College of
Engineering & Technology

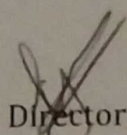


CLAUSE 3 : INTELLECTUAL PROPERTY

- 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 until it is expressly terminated by either Party on mutually agreed terms, during which period M/S Looking soft Pvt. Limited, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or M/S Looking soft Pvt. Limited, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations


Director,
M/S Looking soft Pvt. Limited


Director,
Viswajyothi College of
Engineering & Technology.



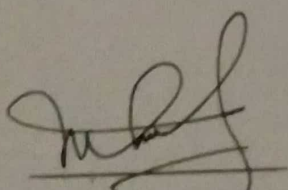
CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 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.

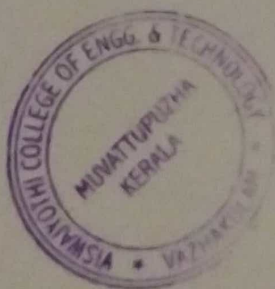
Name of City : Vazhakulam, Muvattupuzha

AGREED:

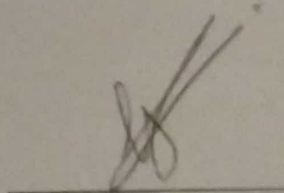
**For Viswajyothi College of
Engineering and Technology**



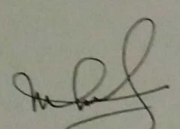
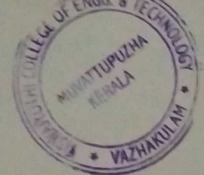
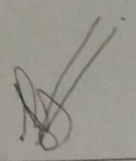
Authorized Signatory



For M/S Looking soft Pvt. Limited

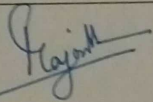


Authorized Signatory

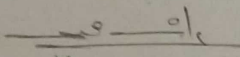




Viswajyothi College of Engineering and Technology	M/S Looking soft Pvt. Limited
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670,	#C4, 4 th Floor, Heavenly Plaza, Kakkanad Cochin, Kerala, India. PIN - 682021
Contact Details	Contact Details
Phone : 0485 2262211	Phone : +91 7994884447
E-mails : vjcet@vjcet.org	E-mails : info@lookings in
Web : http://www.vjcet.ac.in	Web : https://www.lookingsoft.com

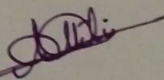
Witness 1:



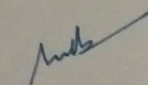
Witness 2:



Witness 3:



Witness 4:





VISWAJYOTHI COLLEGE OF ENGINEERING & TECHNOLOGY

(Approved by AICTE, Affiliated to APJ Abdul Kalam Technological University, Kerala)

Vazhakulam P.O., Muvattupuzha, Ernakulam Dist., Kerala, India - 686 670

Ph: 0485 2262211, 2262244, 2262255, 2262977, Fax : 0485 2262211

Web : www.vjcet.ac.in E-mail : vjcet@vjcet.org, vjcvklm@gmail.com



All B.Tech Programmes (CE, CSE, ECE, EEE, IT & ME) Accredited by NBA

MEMORANDUM OF UNDERSTANDING(MoU)



**VISWAJYOTHI COLLEGE OF ENGINEERING &
TECHNOLOGY**

VAZHAKULAM P.O, MUVATTUPUZHA

KERALA, INDIA - 686670

&



ERNST & YOUNG LLP

9th Floor, ABAD Nucleus, NH 49,

Maradu, Kochi, Kerala 682304



VISWAJYOTHI COLLEGE OF ENGINEERING & TECHNOLOGY

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as the 'MoU') is entered into on the 3rd day of December, Two Thousand and Twenty (03/12/2020)

BETWEEN

Viswajyothi College of Engineering & Technology, Vazhakulam P.O, Muvattupuzha, Ernakulam, Kerala, India – 686670 represented herein by its **Director** (hereinafter referred to as '**First Party**', the institution, which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

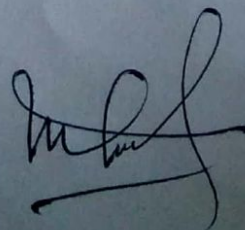
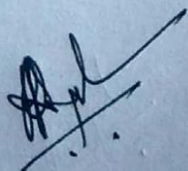
AND

EY LLP (Ernst & Young), 9th Floor, ABAD Nucleus, NH 49, Maradu, Kochi, Kerala 682304, and represented herein by its Associate Partner, Mr. Rajesh Nair, (hereinafter referred to as "**Second Party**", company, 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').

WHEREAS:

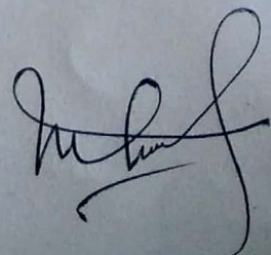
- A) First Party is a Higher Educational Institution named:
Viswajyothi College of Engineering & Technology, Vazhakulam
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within areas of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) EY LLP (Ernst & Young), the Second Party is engaged in Business, Consulting, and accounting audit in all industrial sectors
- F) EY LLP (Ernst & Young), the Second Party has its office address at 9th Floor, ABAD Nucleus, NH 49, Maradu Poonithura, Maradu, Kochi, Kerala 682304



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

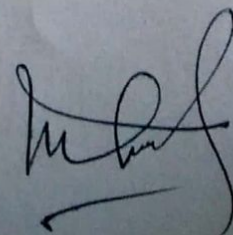
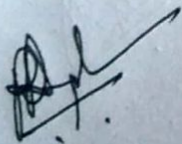
CLAUSE 1 CO-OPERATION

- 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 Consulting, teaching and training systems, keeping in mind the needs of the industry
- 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 and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, 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.



CLAUSE 2 SCOPE OF THE MoU

- 2.1 The EY mentors shall groom the faculty and students of the Institution and provide them with the relevant skills necessary to keep up with the rapidly changing business environment. 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:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industry scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Business and related services on mutual consent and interest.**
- 2.6 **Skill Development Programs:** Second Party will assist to train the staff and students of First Party on the Consulting business and make them industry ready.



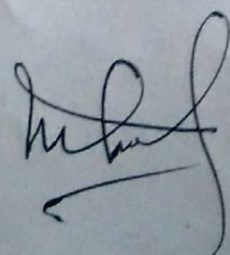
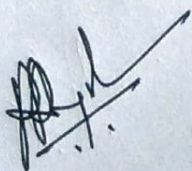
- 2.7 **Corporate Professors:** Second Party is to extend the support of a few senior executives as the **Corporate Professors** designated to deliver guest talks to the students of the First Party on various topics of their expertise and relevance.
- 2.8 **Faculty Sabbaticals:** Second Party will help in supporting to train the Faculty members of First Party by imparting industry exposure, using short durations sessions, so as to facilitate update skills and provide exposure.
- 2.9 Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms jointly decided.
- 2.10 There is no financial commitment on the parties to take up any program mentioned in the MoU.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, 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, copyrights and designs) of the other Party.

CLAUSE 4 VALIDITY

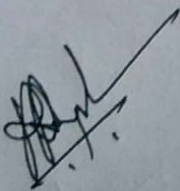
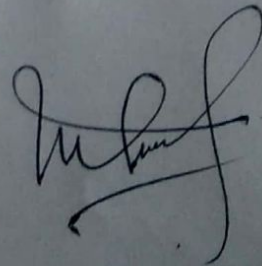
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **EY LLP (Ernst & Young)**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **EY LLP (Ernst & Young)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.



- 4.2 Both Parties may terminate this MoU after 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

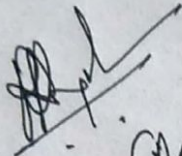
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 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.

A handwritten signature in black ink, located in the bottom left corner of the page. The signature is stylized and appears to be a cursive representation of a name.A handwritten signature in black ink, located in the bottom right corner of the page. The signature is more elaborate and cursive than the one on the left, with a prominent loop at the end.

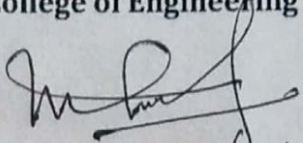
AGREED:

For
Ernst & Young


(RAJESH NAIR)

Authorized Signatory

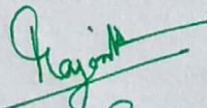
For
Viswajyothi College of Engineering & Technology


Dr. Paul Nedumpanickal,
Director

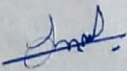
Authorized Signatory

Ernst & Young	VISWAJYOTHI COLLEGE OF ENGINEERING And TECHNOLOGY
ERNST & YOUNG 9th Floor, ABAD Nucleus, NH 49, Maradu Kochi, Kerala 682304	VAZHAKULAM P.O, MUVATTUPUZHA, ERNAKULAM, KERALA, INDIA - 686670
Phone: 0484 304 4000, 9980904401	0485- 2262211, 9847922281
E-mails: Rajesh.Nair@in.ey.com	E-mails: vjcvklm@gmail.com, vjcet@vjcet.org, geo@vjcet.org
Web: www.ey.com	Web: www.vjcet.ac.in

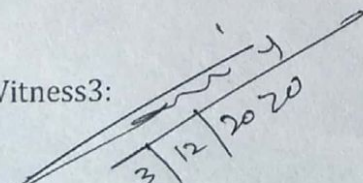
Witness1:


(Dr. K. B. Rajam)
Principal, VJCET

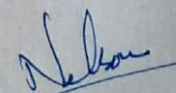
Witness2:


Dr. Sreenish S.R.
Sreejiland (b), mekkad,
Angamaly.

Witness3:


3/12/2020
Dr Geo Baby
Head, VSMS.

Witness4:


Nelson Mathew
pazhaya mpillil - H
Puruvu P.O



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Website - www.vjcet.ac.in E-mail: vjcet@vjcet.org, vjcvklm@gmail.com

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Renewal of Memorandum of Understanding (MOU)

of Campus Connect Program

Infosys and Viswajyothi College of Engineering & Technology had entered into a Memorandum of Understanding (MOU) on 2-Mar-06 with respect to enriching the technical education process and to jointly work for enhancing the quality of education imparted to students, faculty and management of selected colleges of the University related to the field of Information Technology (IT). This MoU was subsequently renewed on 1-Mar-09, 1-Mar-11, 28-Feb-13, 27-Feb-15 & 26-Feb-17. The term of MOU will be expiring on 26-Feb-19. The parties wish to extend this MOU for further period of Two (2) Years, and therefore agree the term of the MOU till 25-Feb-21.

The Campus Connect MoU has undergone some modifications. The modified version is given along with this. The terms and conditions of the partnership are detailed out in the MoU.

Date: 15/mon/19

Place: Bangalore

Name: Sundar K S

Designation: Associate Vice President & Head
Campus connect Education Training & Assessment
Infosys Ltd.

Signature:

Infosys Limited

Electronic City, Hosur Road,

Bangalore - 560100

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India

Date: 21st January 2019

Place: Vazhakulam

Name: Dr. Josephkunju Paul C

Designation: Principal

Authorized Signatory:

Viswajyothi College of Engineering & Technology

Vazhakulam, Muvattupuzha, Ernakulam

Kerala - 686 670

Institute Seal





VISWAJYOTHI COLLEGE OF ENGINEERING & TECHNOLOGY

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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between **Infosys Ltd**, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and **Viswajyothi College of Engineering & Technology** a university / engineering college committed to educational excellence having its office **Vazhakulam P.O., Muvattupuzha , Ernakulam,Kerala, India - 686670**. (Hereafter referred to as "Partner").

RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.



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NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Infosys shall be responsible for providing the requisite course material, publicity material such as handouts, information brochures and posters and conducting faculty enablement programmes as agreed between the parties.
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure 1 of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.
5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party



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9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.
10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received: -
 - (i) If sent by registered mail, three (3) days after posting;
 - (ii) If by hand, on the day of delivery; and
 - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.



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17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.
19. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 15/mar/19

Date: 21st January 2019

Place: Bangalore

Place: Vazhakulam

Name: Sundar K S
Associate Vice President & Head-,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Name: Dr. Josephkunju Paul C
Principal
Viswajyothi College of Engineering & Technology

Signature:

Authorized Signatory
For Infosys

Signature:

Authorized Signatory
For Partner

Seal:

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India

Seal:





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ANNEXURE I

PURPOSE / SCOPE OF THE COLLABORATION:

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills training to the students. The content of the training programs and the Faculty Enablement will be done by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

There will not be any cash incentive for the faculty members involved in the training programs (Technical / Soft Skills) at the institution. However, value-added offerings will be there to motivate the faculty members.

Student / Education

1. Create a project bank for final year students
2. Publish Infosys courseware On the Web and provide access
3. Conducting special lectures for students at campuses
4. Participate in Conferences at the national/international level in the college / Seminars/ Contests
5. Increase employability by providing technical and soft skills training
6. Encouraging the students to visit Infosys Campuses

Faculty

1. Sharing Industry oriented-courseware and Technology
2. Faculty Enablement Program
3. Sabbaticals at Infosys
4. Interaction with subject matter experts

University / College

1. Share best-in-class standards (a) College-college (b) Industry-college
2. Books / CDs / DVDs etc for the library
3. Strengthen relationship with Universities / Colleges
4. Work with education bodies / universities to align the industry requirements into the college curriculum



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ANNEXURE II

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an **agreement** ("Agreement" hereafter) between:

- **INFOSYS LIMITED**, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 ("Infosys") including its successors; and **Viswajyothi College of Engineering & Technology** operating out **Vazhakulam P.O., Muvattupuzha , Ernakulam, Kerala, India - 686670.** ("Partner") including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party" and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement,



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regardless of the media that contains the information.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;
- becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

2. Restrictions on Use

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- (d) The Recipient undertakes to impose the confidentiality obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.
- (e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.



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3. Action on Breach

- (a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
- (b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Ownership and Warranties

- (a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- (b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

5. Applicability of Provisions

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

6. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.



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7. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Infosys Limited

By: _____

Name: Sundar K S

Title: Associate Vice President & Head-
Campus connect Education Training & Assessment
Infosys Ltd.

Date: 15/Jan/19

Seal: _____

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100, India

M/s Viswajyothi College of Engineering &
Technology

Name: Dr. Josephkunju Paul C

Title: Principal

Date: 21st January 2019

Sign: _____

Seal: _____



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Viswajyothi College of Engineering and Technology
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O,
Muvattupuzha, Kochi, Kerala,
PIN-686670**

&

**RECODE Innovations
First Floor, Recode Building
Near Pvt Busstand, Muvattupuzha
Kerala-686 661**



കേരളം KERALA

CE 028968

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 8th day of February Two Thousand Nineteen (08.02.2019),

BETWEEN

Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzha, the **First Party** represented herein by its Director, (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

RECODE Innovations, First Floor, Recode Building, Near Pvt. Bus stand, Muvattupuzha, Kerala-686 661, the **Second Party**, and represented herein by its Managing Director (hereinafter referred to as "**Second Party**", company 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')

No. 41837 Rs. 50 Date 5-2-19

President/Manager
Diocesan Technical
Education Trust
Kothamangalam

MOOVATTUPUZHA VENDOR
K. A. GOPAKUMAR

DIRECTOR
VISWAJYOTHI COLLEGE OF ENGG. & TECH
VAZHAKULAM, MUVATTUPUZHA
KERALA - 686 670

WHEREAS:

- A) First Party is a Higher Educational Institution named:
Viswajyothi College of Engineering and Technology
- 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 interest;
- E) RECODE Innovations the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Machine Learning, Artificial Intelligence, Data Science, IoT and related fields
- F) RECODE Innovations, the Second Party is not promoted by **any external Industrial Group**.
- G) **RECODE Innovations**, a company registered in India, is one of the leading players in Artificial Intelligence and Chat Bot Development.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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.



DIRECTOR
VISWAJYOTHI COLLEGE OF ENGG. & TECHNOLOGY
VAZHAKULAM, MUVATTUPUZHA
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- 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 and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, 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.

CLAUSE 2 SCOPE OF THE MoU

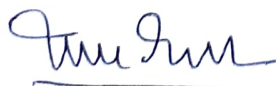
- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial


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Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Machine Learning, Artificial Intelligence, Data Science and IoT.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.



DIRECTOR
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VAZHAKULAM, MUVATTUPUZHA
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- 2.10 There is no financial commitment on the part of the Viswajyothi College of Engineering and Technology the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

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 until it is expressly terminated by either Party on mutually agreed terms, during which period RECODE Innovations, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or RECODE Innovations, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

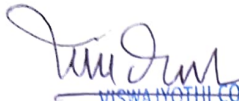
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 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


DIRECTOR
VISWAJYOTHI COLLEGE OF ENGG. & TECHNOLOGY
VAZHAKULAM, MUVATTUPUZHA
KERALA - 686 670



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.


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First Party VAZHAKULAM, MUVATTUPUZHA
KERALA - 686 670



Second Party

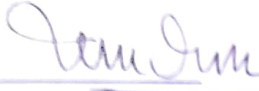
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance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

Name of City: Vazhakulam, Muvattupuzha


DIRECTOR
VISWAJYOTHI COLLEGE OF ENGG. & TECHNOLOGY
VAZHAKULAM, MUVATTUPUZHA
KERALA - 686 670

AGREED:

For Viswajyothi College of
Engineering and Technology



DIRECTOR

Authorized Signatory

VISWAJYOTHI COLLEGE OF ENGG. & TECHNOLOGY
VAZHAKULAM, MUVATTUPUZHA
KERALA - 686 670

For RECODE Innovations



Binol George

Authorized Signatory



Viswajyothi College of Engineering and Technology	RECODE Innovations
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670,	First Floor Recode Building Near Pvt Busstand, Muvattupuzha Kerala-686 661
Contact Details Phone : 0485 2262211 E-mail : vjcet@vjcet.org Web: http://www.vjcet.ac.in	Contact Details Phone : 0485 298 9802 E-mail : info@recodeindia.com Web: https://recodeindia.com/

Witness 1:



PRINCIPAL
VISWAJYOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

Witness 3:



HEAD, ELECTRONICS & COMM. ENGG. DEPT.,
VISWAJYOTHI COLLEGE OF ENGINEERING & TECHNOLOGY

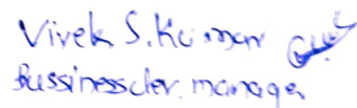


Witness 2:

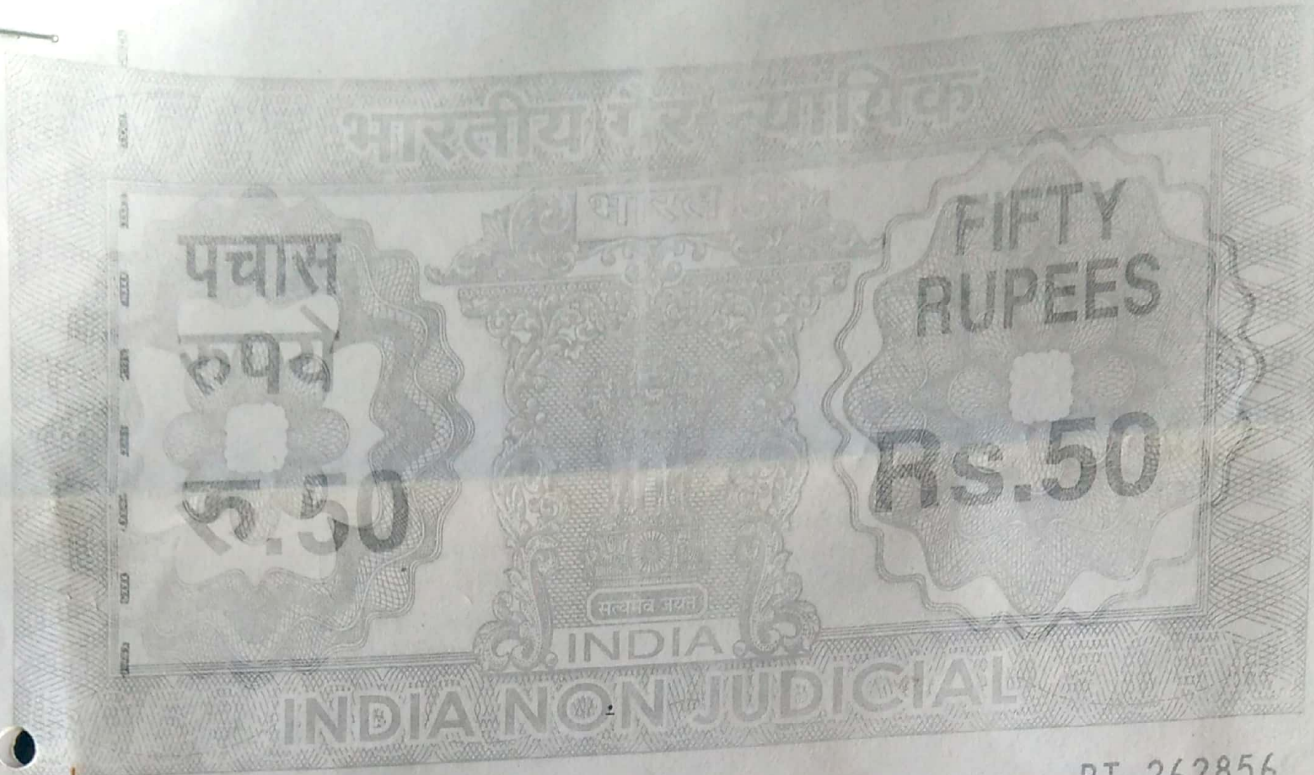


Jomya Jay George
Operations Manager

Witness 4:



Vivek S. Kumar
Business Development Manager



കേരളം KERALA

AGREEMENT

The articles of an agreement made on the 25th day of November 2019, between The Principal, Head of the P. G. Department of Commerce, Deva Matha College, Kuravilangad, hereinafter called the first party, on one part and Fr. Dr. George Thanathuparambil, Director, Viswajyothi College of Engineering and Technology, Vazhakulam hereinafter called the second party, on the other part.

Whereas the first party has agreed to engage the second party to provide Finishing School Programme for the final year B.Com. (Computer Applications) degree students and the second party has agreed to accept the proposal under the terms and conditions stated below.

- 1 The finishing school will be a four days training session for enhancing the employability of final year B.Com. degree students.
- 2 The training will be provided by the industry experienced trainers from 'Viswajyothi College of Engineering and Technology', Vazhakulam.
- 3 Training sessions will be conducted on days allotted by the First party in advance.

Timing of the training sessions will be from 09.30 hrs to 16.00 hrs with lunch break from 12.30 hrs to 13.15 hrs.

- 3 The training fee will be Rs.4250 per day. The first party will pay 50% of the fee to the second party on commencement of the course. Food and refreshments for the resource persons will be provided by the first party. Balance amount may be paid on the successful and satisfactory completion of the Programme. For assessing the success of the

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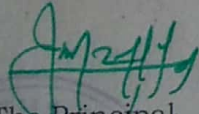
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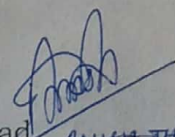
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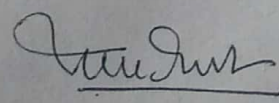
Department of management
Head of Viswajyothi College
at Ernakulam

program, a feedback would be obtained from the participating students.

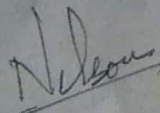
- 4 The first party will provide a quiet and peaceful atmosphere required for the teaching-learning process.
- 5 The duration of the finishing school will be 4 days including mock GDs and PIs.
- 6 The second party is expected to provide placement support to the participants. It includes sharing information about placement opportunities and placement drives to the first party.
- 7 The areas covered* and the schedule of four days are as follows;
Day 1: FN: Career & Higher Education options for Commerce Students
AN: Body language & Personal Grooming
Day 2: FN: Resume Building & GD Skills Training
AN: Mock GDs
Day 3: FN: Interview Skills Training – Mock Interviews
AN: Personal Interview Sessions (Two panel of interviewers, GD training should go on parallel)
Day 4: Personal Interview Sessions (Second round for each Student with feedback-two panel of interviewers, parallel GDs should go on).
- *detailed course content in the e-mail sent to nelsonmatthew06@gmail.com on 25/11/19
- 7 Individual feedback in structured form should be given to the participants on the basis of their performance in GD and Personal Interview.
- 8 Under unavoidable conditions if any one of the parties is not in a position to conduct the sessions on any day, it must be informed to the other party at least by the previous day forenoon
- 9 This agreement will remain valid till 31st May 2020.


The Principal,
Deva Matha College,
Kuravilangad.


Head, ANISH THOMAS
Dept. of Commerce



Director
Fr. Dr. George Thanathuparambil,
VJCET, Vazhakulam.

Witness: 1.



Nelson Mathew
ASSISTANT PROF
MBA DEPARTMENT
VJCET

2.



Subin Valghese
Assistant Prof
2/2 Dep of English
Deva Matha College
Kuravilangad



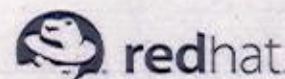


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AM 593422

**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Partner	Red Hat India Private Limited.
Partner Information Company name: Viswajyothi College of Engineering & Technology Address: Vazhakulam P.O, Muvattupuzha, Ernakulam, Kerala 686670 Contact name: Dr. Josephkunju Paul C Email: principal@vicet.org Telephone: +91-485-2262551	Contact Name: Aneesh Puthiya Email: aputhiya@redhat.com Tel.no: +91 -22-61147506 Fax:
Territory	
India	

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



जोडपत्र - २

27 NOV 2018

मुद्रांक विक्री नोंदवही अनु क्रमांक २०१६६५ दिनांक

दस्ताचा प्रकार Agreement

दस्त नोंदणी करणार आहेत का? :- होय / ना ही

मिळकतीचे थोडक्यात वर्णन Red Hat India Pvt. Ltd.

मुद्रांक विकत घेणाऱ्याचे नांव A-201

हस्ते असल्यास त्याचे नाव, पत्ता

सही Nitish Valmekar

दुसऱ्या पक्षकाराचे नाव GL

मुद्रांक शुल्क रक्कम 500/-

परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)

परवाना क्रमांक - १२०१०३१

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.
A-201, Supreme IT Park,
Near Sharada Collage,
Hiranandani Gardens, Powai,
Mumbai - 400 076.
Tel: 022 - 3987 8888

Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Viswajyothi College of Engineering & Technology

Signature

Printed Name

Title

Date

[Signature]

Dr. Joseph Kurian Paul C

Principal

28-01-2019



Red Hat India Private Limited

Signature

Printed Name

Title

Date

[Signature]

SOVIK BROMHA
DIRECTOR FINANCE

5/2/19



redhat
BID DESK APPROVED

Initials/Date

[Signature]
5/2/19



[Signature]
PRINCIPAL
VISWAIYOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits

(for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

- 8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines>, as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").
- 8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

- 9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- 9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.
- 9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "NFR") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.




PRINCIPAL
VISWAJOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses: facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with

Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.



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The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.




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1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.
- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment



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within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
 - 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
 - 6.2 **Termination.**
 - 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
 - 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
 - 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
 - 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
 - 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.




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1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Red Hat Academy:



EXHIBIT C**RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES****Red Hat Services**

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



MEMORANDUM OF UNDERSTANDING

BETWEEN

Viswajyothi College of Engineering and Technology
Department of Management Studies
Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala,
India - 686670

AND

M/s Celebrus Commodities Limited,
27/540, 3rd Floor, EAK Towers,
Main Avenue, Panampilly Nagar
Kochi, Kerala, India - 682036 ,
Contact number : 0484-6644444



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BZ 393235

Date: 31/01/2018

PREAMBLE

Whereas, **Viswajyothi College of Engineering and Technology (VJCET)**, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 and its Management Department is charged with the responsibility of training management manpower in various front-line areas of importance for the nation and is also contributing to the rapidly growing professional excellence in Management by undertaking industrial & applied research and consultancy.

WHEREAS, **Celebrus Commodities Limited**, 27/540, 3rd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi - 682036 is charged with the responsibility of implementing current strategies such as "Superior quality products", "Most modern technology", "Timely innovation", "Leveraging core competencies" must be in its projects. We produce superior quality and consistent customer satisfaction to become an undisputed market leader. In doing so, we do not stop at the high-level strategy, but ensure that the know-how also reaches the working level.

Director,

Director,

VJCET

No. 22007 Rs. 100 Date: 31/01/2018

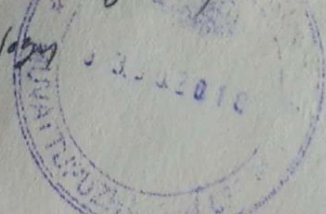
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K.K.RAMACHANDRAN NAIR



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WHEREAS, both VJCET and Celebrus Commodities Limited now

- Recognizing the importance of research and development in the areas of marketing, human resources and its associated management in a very cost effective way, as well as imparting industrial training about the cutting edge technologies and best practices to the management students as well as faculties.
- Appreciating the need for the creation of large reservoir of highly qualified manpower in all related fields as marketing, human resources and its associated and management.
- Desiring to club their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the field of management with special emphasis on marketing, human resources and management through on the job training in the related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and Celebrus commodities Ltd, hereby acknowledge; VJCET and Celebrus Commodities Ltd, hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and Celebrus Commodities Ltd, for enhancing, within the country, the availability of highly qualified manpower in the areas of marketing, human resource development and management without any prejudice to prevailing rules and regulations in VJCET and **Celebrus Commodities Ltd**, without any disregard to any mechanism evolved and approved by the

Director,

Celebrus Commodities Ltd,



Director,

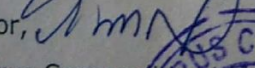
VJCET

Competent authorities under Govt. of India in so far as such mechanism applies to VICET and Celebrus Commodities Ltd, the areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VICET and Celebrus Commodities Ltd. shall encourage interactions between Engineers, Scientists, Research fellows, faculty members and Management students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences, seminars and workshops;
- c) Practical training/Internship for VICET students can be provided at Celebrus Commodities Ltd.
- d) Joint guidance for student projects/thesis in management and other areas of national interest at VICET by Celebrus Commodities Ltd. on mutually agreeable terms.
- e) Celebrus Commodities Ltd, would accommodate MBA students of their programme in such a number that Celebrus Commodities Ltd, deems convenient to it for the purpose of imparting industrial training.
- f) Celebrus Commodities Ltd, may depute its personnel as visiting faculty at VICET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.
- g) Celebrus Commodities Ltd, personnel, as well as research scholars, may also be allowed to enroll for their MBA at VICET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VICET.

Director, 
Celebrus Commodities Ltd., Kerala



h) Celebrus Commodities Ltd, may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.

i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

j) Celebrus Commodities Ltd, may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.

k) Celebrus Commodities Ltd, may avail library, Internet, computational facilities at VJCET.

l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer/Manager at Celebrus Commodities Ltd, may be appointed a Co-research guide as per the rules of the respective institute for a student registered for MBA degree at VJCET. The student maybe encouraged to take up the project such that VJCET and Celebrus Commodities Ltd, desirably benefits from its outcomes.

m) The students will carry out part of their MBA project at VJCET and Celebrus Commodities Ltd, depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.

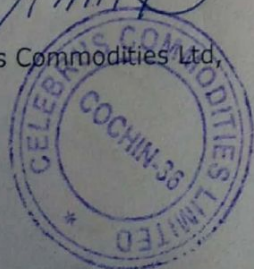
n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.

o) Both VJCET and Celebrus Commodities Ltd, will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as

Director,

Celebrus Commodities Ltd,



Director,

VJCET

Page 5 of 9

Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.

r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

t) Both VJCET and Celebrus Commodities Ltd., is permitted to mention about this MOU in their website

ARTICLE-III: SHARING OF FACILITIES

a) VJCET and Celebrus Commodities Ltd, shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

b) VJCET and Celebrus Commodities Ltd., shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

c) VJCET and Celebrus Commodities Ltd., shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

Director,

Celebrus Commodities Ltd.



Director,

VJCET

Page 6 of 9

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and Celebrus Commodities Ltd., shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

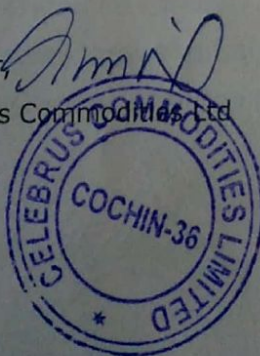
ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of VJCET and Metrolla Steels Ltd..

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

Director,
Celebrus Commodities Ltd.



Director,
VJCET

A handwritten signature in black ink, appearing to be "Vijay Kumar", written over a horizontal line.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and Celebrus Commodities Ltd., will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and Celebrus Commodities Ltd., shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both VJCET and Celebrus Commodities Ltd., shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

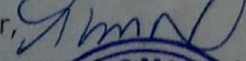
ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

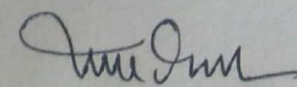
ARTICLE-IX: RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.

b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

Director, 
Celebrus Commodities Ltd.



Director, 
VJCET

ARTICLE-X: MISCELLANEOUS

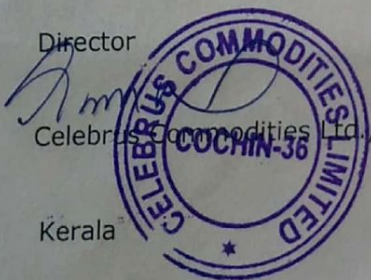
a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both VJCET and Celebrus Commodities Ltd..., shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT
EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director



Celebrus Commodities Ltd.,

Kerala



Director

Viswajyothi College of Engineering and Technology
Vazhakulam, P.O,
Muvattupuzha, Kochi,
Kerala 686670

Witness

1

2

Date:

PRINCIPAL
VISWAJYOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM
Dr. Teo Baly

Witness

1

2

Date:

Jinit Jamey
M. K. J.

MEMORANDUM OF UNDERSTANDING

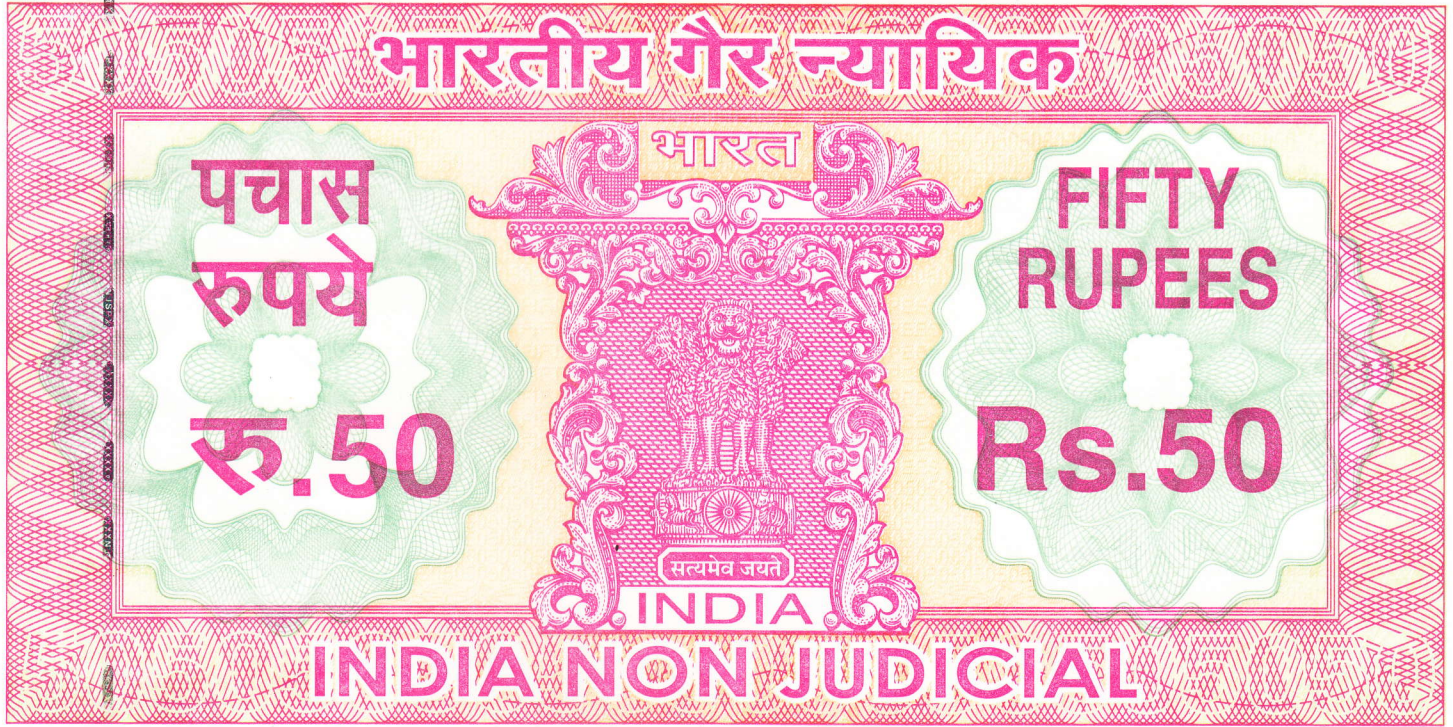
BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**

MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S INTERCAD SYSTEMS PVT LTD,
2ND FLOOR, BALAKRISHNA PILLAI BUILDING,
OPP ST. IGNATIUS KNANAYA CHURCH, TRIVANDRUM, KERALA



केरल KERALA

BB 299296


Date : 9th August 2017

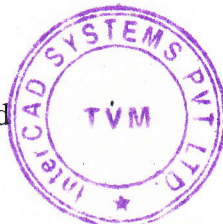
PREAMBLE

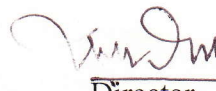
Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

M/s InterCAD Systems Pvt Ltd is engaged in multifarious activities and is specialized in conducting training on various CAD, CAM, and CAE Software Solutions.

WHEREAS, both VJCET and M/s InterCAD Systems Pvt Ltd now


Business Manager
InterCAD Systems Pvt Ltd



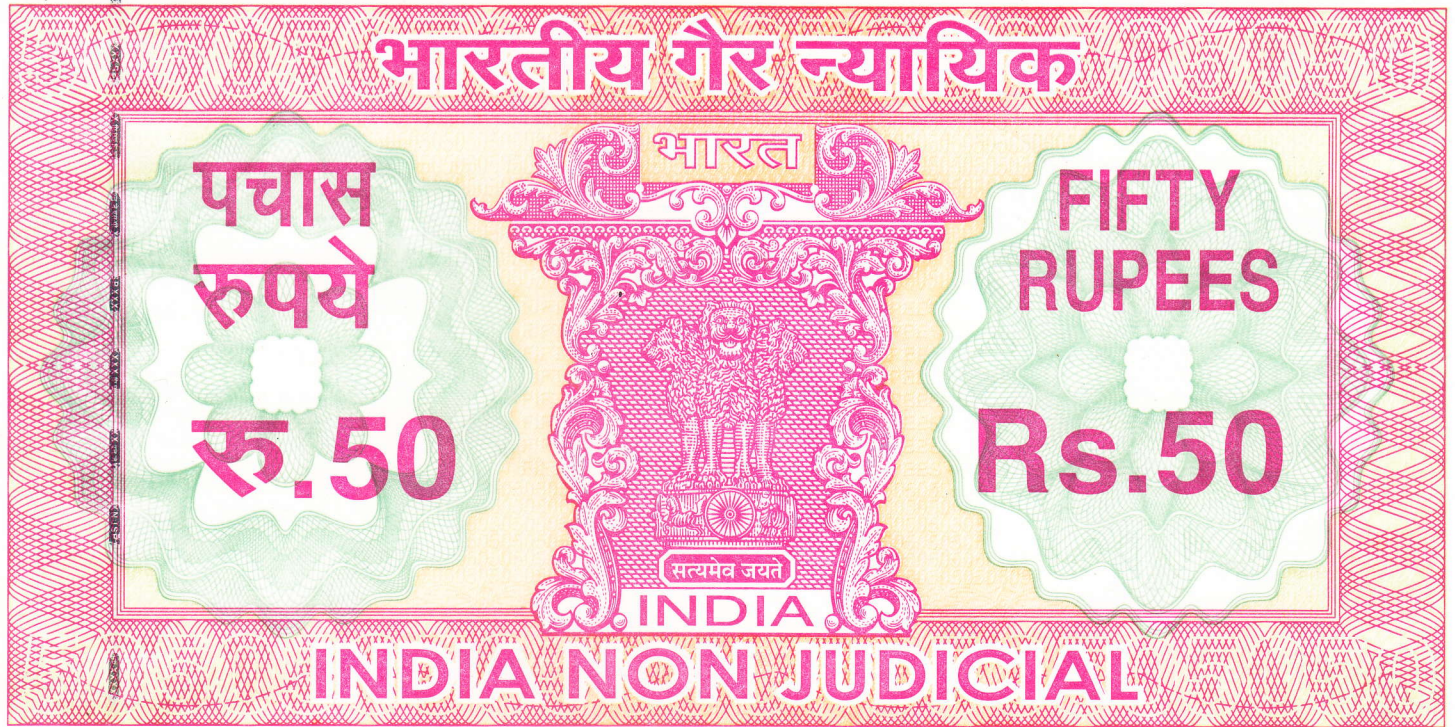

Director,
Viswajyothi College of
Engineering and Technology

Page 1 of 7

No. 13859
8.8.17

Rs. 50





കേരളം KERALA

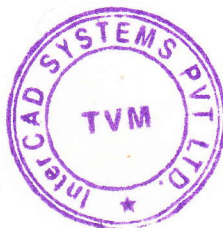
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- Recognizing the importance of training on various CAD, CAM, and CAE Software Solutions and industrial training to the engineering/technology/sciences students etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to CAD, CAM, and CAE Software Solutions
- Desiring to club their efforts by pooling their expertise and resources,

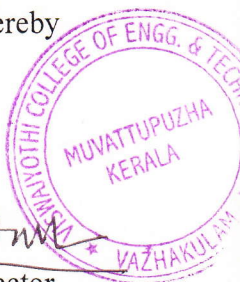
INTEND to form a nucleus for promoting excellent quality manpower in the fields of CAD, CAM, and CAE Software Solutions and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s InterCAD Systems Pvt Ltd hereby acknowledge, VJCET and M/s InterCAD Systems Pvt Ltd hereby agree to sign a memorandum of understanding (MOU).

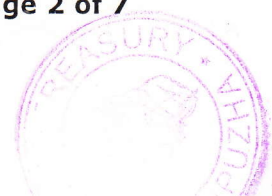
Business Manager
InterCAD Systems Pvt Ltd



Director,
Viswajyothi College of
Engineering and Technology



No. 13860
8.8.17 Rs. 50




ARTICLE-I: SCOPE OF THE MOU

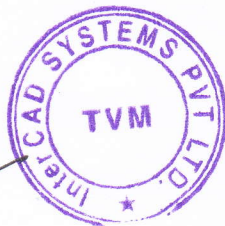
This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s M/s InterCAD Systems Pvt Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of CAD, CAM, and CAE Software Solutions and related fields without any prejudice to prevailing rules and regulations in VJCET and M/s M/s InterCAD Systems Pvt Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s InterCAD Systems Pvt Ltd. The areas of cooperation can be extended through mutual consent.

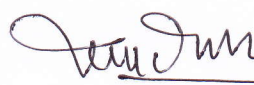
ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s InterCAD Systems Pvt Hereinafter referred as "Training Centre" shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- (a) Training Centre will install 125 license Autodesk products as per Autodesk norms
- (b) Training Centre will give 2 days' orientation program for the faculty of the college for Civil & Mechanical Engineering Departments.
- (c) Faculty Development program may be conducted at your college by Training Centre
- (d) College can use Autodesk design and engineering club logo, Autodesk Academic Adoption Partner logo along with Training Centre logo
- (e) Joint activities like seminars will be conducted for improving student's knowledge in Design Field
- (f) Training Centre can provide various CAD courses for students of Viswajyothi College of Engineering and Technology at Institute's premise by providing specialized Faculty, on such time Training Centre will get prior approval from college, for such paid training, Training Centre will offer special fees for students.


Business Manager
InterCAD Systems Pvt Ltd




Director,
Viswajyothi College of
Engineering and Technology

- (g) Training Centre will provide special fees to Institute students in conducting any training program to their students and for such program Training Centre will get prior approval from Institute.
- (h) Training Centre will be given priority if conducting any paid or non-paid training on CAD, CAM & CAE software's
- (i) An one time fees of Rs 1, 00,000/- for installation & support has been waived of as per the discussion.
- (j) Training Centre will give free Fusion 360 training for the students of Institute, provided Institute is issuing purchase order for paid training in any CAD, CAM & CAE software's to Training Centre.

ARTICLE-III: RESPONSIBILITY OF TRAINING CENTRE

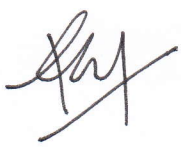
- (k) Provide Faculty with requisite knowledge and experience in teaching the CAD Courses for a special discounted fees.
- (l) Training Centre will conduct certification for the students as part of the training program for a special discounted fees.
- (m) Training Centre can conduct seminars & demos to the students to give awareness about the software's

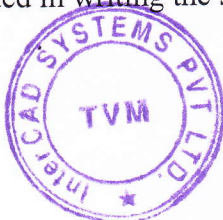
ARTICLE-IV: RESPONSIBILITY OF THE INSTITUTE

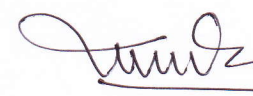
Provide requisite infrastructure to conduct course, including but not limited to, classrooms, Computer Hardware/Software, Computer Projector, black / white board, power, power backup, other utilities, etc.

ARTICLE-V: DURATION OF THIS AGREEMENT

The duration of this Agreement shall be for a period of 5 years from the date of signing and If not renewed or amended in writing the same shall be considered as expired and/or terminated.


Business Manager
InterCAD Systems Pvt Ltd



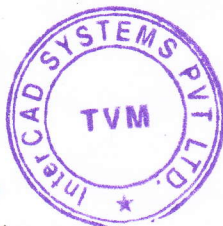

Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-VI: TERMINATION OF THIS AGREEMENT

- (a) This agreement shall take effect immediately on the execution of these MOU. This agreement can be terminated with a valid reason by any party by a written letter giving three (3) months' notice period.
- (b) Upon expiry of the notice period this agreement will be terminated & both the parties will settle their accounts within one month of termination of this agreement.
- (c) Any notice request or other communication required or permitted to be given or made under this agreement to INSTITUTE or TRAINING CENTER shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, airmail with a copy by facsimile, to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request:
- (d) Except as otherwise specifically provided here in this agreement, shall bind and inure to the benefit of each party's successors & permitted assigns.
- (e) The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as of the day & year written above.

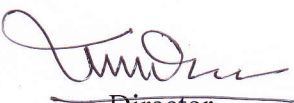
ARTICLE-VII: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- (a) The collaborative programme between VJCET and "Training Centre" shall be coordinated by a coordination committee appointed by Directors of both the parties.
- (b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.



Business Manager
InterCAD Systems Pvt Ltd




Director,

Viswajyothi College of
Engineering and Technology

ARTICLE-VIII : AMENDMENTS

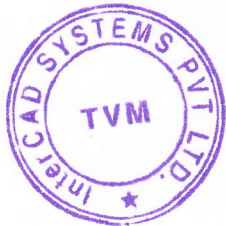
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES

- (a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- (b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

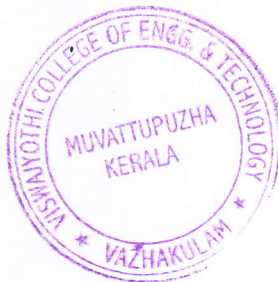
ARTICLE-X: MISCELLANEOUS

- (a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- (b) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



A handwritten signature in black ink, appearing to be "Sax".

Business Manager
InterCAD Systems Pvt Ltd



A handwritten signature in black ink, appearing to be "Vijay".

Director,
Viswajyothi College of
Engineering and Technology

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Business Manager
InterCAD Systems Pvt Ltd



Director,
Viswajyothi College of
Engineering and Technology

Witness

1 JOFIN THOMAS
VINSYB

2 Vivek Gopal GIB
InterCAD Systems Pvt Ltd

Date 09/08/17.

Witness



1 Somy P. MATHEW (Vice-Principal)

2 Vinod K (HOD MED)

Date 09/08/2017 .

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S. SUVIRE ELECTRIC (P) LTD,
G-12, SIPCOT, INDUSTRIAL PARK,
SRIPERUMBUDUR, KANCHIPURAM DISTRICT,
TAMIL NADU, PIN- 602105.



കേരളം KERALA

BA 472436

Date : 10th January 2017

PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, M/s SUVIRE Electric (P) Ltd is engaged in multifarious activities in Electrical Engineering like development, design & manufacture of electrical products, leveraging technologies and providing competent services to meet global standards in all related fields.

Director,
M/s. ~~Suvire~~ Electric (P) Ltd,



Director,
Viswajyothi College of
Engineering and Technology

Page 1 of 7

No. 22205 Date 8/12/2016

Sold to Director

Viswajyothi Engineering College
Vazhakulam

M. ARUN
For M. K. Murall
Stamp Vendor
Thodupuzha

5 DEC 2016

WHEREAS, both VJCET and M/s SUVIRE Electric (P) Ltd, now

- Recognizing the importance of research and development in the areas of Electrical system design and manufacturing, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to design development & manufacture of electrical products
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Electrical Engineering and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s SUVIRE Electric (P) Ltd hereby acknowledge, VJCET and M/s SUVIRE Electric (P) Ltd hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

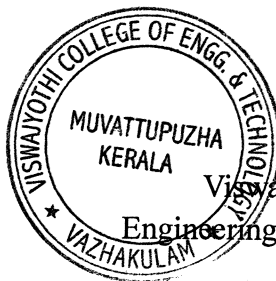
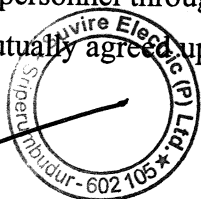
This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s SUVIRE Electric (P) Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of design & manufacture of electrical products without any prejudice to prevailing rules and regulations in VJCET and M/s SUVIRE Electric (P) Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s SUVIRE Electric (P) Ltd. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s SUVIRE Electric (P) Ltd shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;

Director,
M/s. Suvire Electric (P) Ltd,



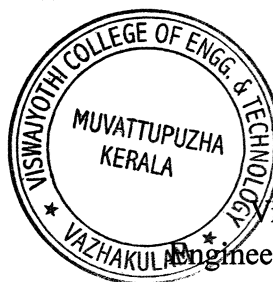
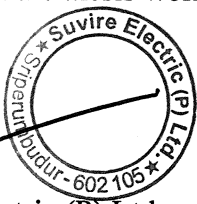
Director,

Vishwakshthi College of
Engineering and Technology

- b) Organization of joint conferences and seminars;
- c) Practical training of VJCET students at M/s SUVIRE Electric (P) Ltd;
- d) Joint guidance of student projects/thesis in Computer Science/IT and other areas of national interest at VJCET by M/s SUVIRE Electric (P) Ltd on mutually agreeable terms.
- e) M/s SUVIRE Electric (P) Ltd would accommodate B.Tech. students of their programme in such a number that M/s SUVIRE Electric (P) Ltd deems convenient to it for the purpose of imparting industrial training based on the terms conditions mutually agreed.
- f) M/s SUVIRE Electric (P) Ltd may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics.
- g) M/s SUVIRE Electric (P) Ltd personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s SUVIRE Electric (P) Ltd may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) M/s SUVIRE Electric (P) Ltd may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- k) M/s SUVIRE Electric (P) Ltd may avail library, Internet, computational facilities at VJCET.
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s SUVIRE Electric (P) Ltd may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for M.Tech degree at VJCET. The student maybe encouraged to take up the project such that M/s SUVIRE Electric (P) Ltd desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s SUVIRE Electric (P) Ltd depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s SUVIRE Electric (P) Ltd will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

Director,

M/s. Suvire Electric (P) Ltd,



Director,

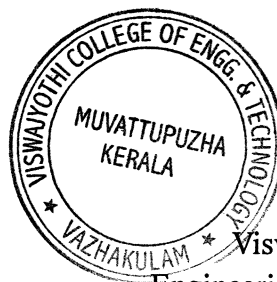
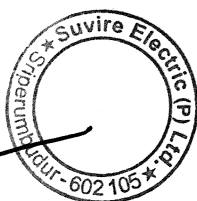
Viswajyothi College of
Engineering and Technology

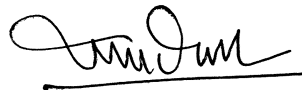
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s SUVIRE Electric (P) Ltd is permitted to mention about this MOU in their website

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s SUVIRE Electric (P) Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s SUVIRE Electric (P) Ltd shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s SUVIRE Electric (P) Ltd shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.


Director,
M/s. Suvire Electric (P) Ltd,




Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING

FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/s SUVIRE Electric (P) Ltd shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s SUVIRE Electric (P) Ltd and VJCET.

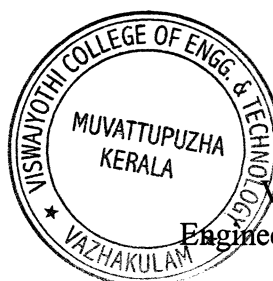
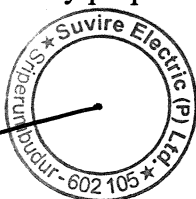
ARTICLE-VI : IPR

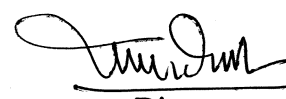
Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

- a) During the tenure of the MOU both VJCET and M/s SUVIRE Electric (P) Ltd will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.


Director,
M/s. Suvire Electric (P) Ltd,




Director,
Viswajyothi College of
Engineering and Technology

- b) Both VJCET and M/s SUVIRE Electric (P) Ltd shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- c) Further both VJCET and M/s SUVIRE Electric (P) Ltd shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS


Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

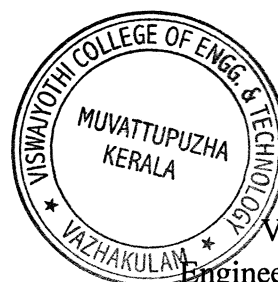
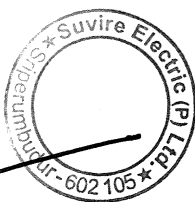
ARTICLE-IX : RESOLUTION OF DISPUTES

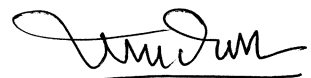
- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.


Director,
M/s. Suvire Electric (P) Ltd,




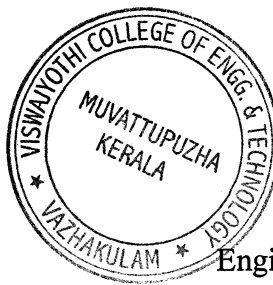
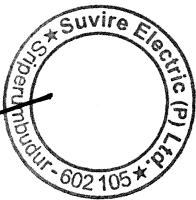


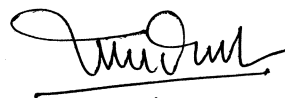
Director,
Viswajyothi College of
Engineering and Technology

- b) Both VJCET and M/s SUVIRE Electric (P) Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



Director,
M/s. Suvire Electric (P) Ltd,



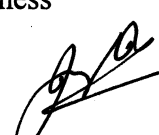

Director,
Viswajyothi College of
Engineering and Technology


Witness

1  R. GIRIDHARI
FACTORY MANAGER,
SUVIRE ELECTRIC PVT LTD
SRIPERUMBUDUR.

2  JIM XAVIER
OPERATION MANAGER
SUVIRE ELECTRIC PVT LTD
SRIPERUMBUDUR.

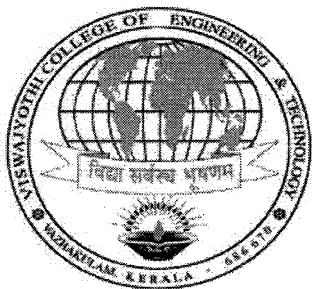
Witness

1  Dr. Josephkunja Paul C
PRINCIPAL
VISWAIYOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

2  PAUL ANTONY.
Prof. & Head of Electrical & Electronics Dept.
Viswajyothi College of Engg. & Technology
Vazhakulam, Muvattupuzha, - 686 670

Date 23/01/2017

Date 10/01/2017.



BIMIT
CAD AND BIM TRAINING • SERVICES

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Viswajyothi College of Engineering and Technology
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O,
Muvattupuzha, Kochi, Kerala,
PIN-686670**

AND

**M/s BIMIT CAD AND BIM Training Services
2nd Floor, Naduparambil Building,
Above ICICI Bank (Next To IGNOU)
Kaloore Jn., Ernakulam - 682017**



കേരളം KERALA

BC 395243

Date 22nd December 2017

PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670, at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

M/s BIMIT CAD AND BIM TRAINING SERVICES is an advanced training centre with a focus on the BIM (Building Information Modelling) and Parametric Design software Application training and services promotions. BIMIT is an Autodesk Authorized Training Center, Certiport Authorized Certification Center as well as Autodesk Academic Adoption Partner.

WHEREAS, both VJCET and M/s BIMIT now

- Recognizing the importance of training on various Civil Engineering Analysis and Design software, CAD and BIM Training Services and industrial training to the engineering/technology/science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Civil Engineering Analysis and Design, CAD and BIM Training Services
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Civil Engineering Analysis and Design, CAD and BIM Training Services and related fields etc.

NOW THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration the receipt and sufficiency of which both VJCET and M/s BIMIT CAD & BIM Training Services hereby acknowledge, VJCET and M/s BIMIT CAD and BIM Training Services hereby agree to sign a memorandum of understanding (MOU).

Business Manager
BIMIT CAD AND BIM Training Services

Director
VJCET



Page 2 of 7

No 313/3 The Director Viswajyothi
College of Engineering &
Technology Vazhakulam

18-12-17 11 5 DEC 2017



കേരളം KERALA

BC 395244

ARTICLE-I: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between VJCET and M/s BIMIT CAD and BIM Training Services for enhancing, within the country, the availability of highly qualified manpower in the areas of CAD & BIM Courses on Mechanical, Electrical, Civil, Architecture Branches and related fields without any prejudice to prevailing rules and regulations in VJCET and M/s BIMIT CAD AND BIM TRAINING SERVICES without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s BIMIT CAD AND BIM Training Services. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s BIMIT CAD AND BIM TRAINING SERVICES Hereinafter referred as "Training Centre" shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- Training Centre will install 125 license seats of Autodesk products as per Autodesk norms
- Training Centre will give 2 days' orientation program for the faculty of the college for Civil Engineering Department on Autodesk Fusion 360 and other software as per the requirements and the terms mutually agreed.
- Faculty Development program may be conducted at your college by Training Centre
- VJCET can use *Autodesk design and engineering club* logo with prior permission from Autodesk, along with the Training Centre logo and their Autodesk Academic Partner logo as per the rules and regulations set by Autodesk and training center.
- Joint activities like seminars will be conducted for improving student's knowledge in Civil Engineering analysis and Design, construction project management, Building Information Modeling and Autodesk Fusion 360.
- Training Centre can provide various CAD courses for students of Viswajyothi College of Engineering and Technology at Institute's premise by providing specialized Faculty
 - For such programs Training Centre will get prior approval from college.
 - For paid trainings, Training Centre will offer special fees for students.
- Training Centre will be given priority if conducting any paid or non-paid training on Autodesk Fusion 360, BIM Modeling & Civil Engineering Analysis and design software.

Business Manager
BIMIT CAD AND BIM TRAINING SERVICES

Director
VJCET

Page 3 of 7

No. 21254 The Director Viswajyothi
College of Engineering & Technology
10.12.17

15 DEC 2017

- h) Training Centre will give free Fusion 360 workshops for the students of Institute, provided Institute is issuing purchase order for paid training in any CAD, Autodesk Fusion 360 paid Certification program, Civil Engineering Analysis and Design software or BIM services to Training Centre.

ARTICLE-III: RESPONSIBILITY OF TRAINING CENTRE

- a) Provide Faculty with requisite knowledge and experience in teaching the Autodesk Fusion 360, Civil Engineering analysis and design software, CAD and BIM Courses for a special discounted fee.
- b) Training Centre will conduct certification for the students as part of the training program for a special discounted fee.
- c) Training Centre can conduct Seminars & Demo to the students to give awareness about the software.

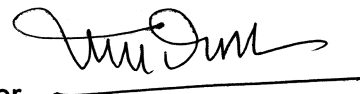
ARTICLE-IV: RESPONSIBILITY OF THE INSTITUTE

Provide requisite infrastructure to conduct course, including but not limited to classrooms, Computer Hardware/Software, Computer Projector, black / white board, power, power backup, other utilities, etc. VJCET has the responsibility to schedule and arrange students as batches for the training course as well as collect and disburse the course fee as per the mutually agreed terms from time to time.

Business Manager
BIMIT CAD AND BIM TRAINING SERVICES



Director
VJCET



ARTICLE-V: DURATION OF THIS AGREEMENT

The duration of this Agreement shall be for a period of 5 years from the date of signing and If not renewed or amended in writing, the same shall be considered as null and void.

ARTICLE-VI: TERMINATION OF THIS AGREEMENT

- a) This agreement shall take effect immediately on the execution of these MoU. This agreement can be terminated with a valid reason by any party by a written letter giving three (3) months notice period.
- b) Upon expiry of the notice period this agreement will be terminated & both the parties will settle their accounts if any, within one month of termination of this agreement.
- c) Any notice, request or other communication required or permitted to be given or made under this agreement to INSTITUTE or TRAINING CENTER shall be in writing. Such notice should be delivered by hand, airmail with a copy by facsimile, to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designated by notice to the party for giving such notice or making such request.
- d) Except as otherwise specifically provided here in this agreement, shall bind and inure to the benefit of each party's successors & permitted assigns.
- e) The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as on the day & year written above.

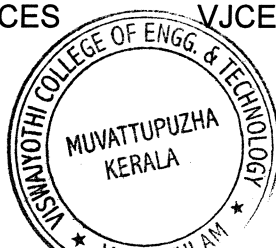
ARTICLE-VII: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and "Training Centre" shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

Business Manager
BIMIT CAD AND BIM TRAINING SERVICES



Director
VJCET



ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

Business Manager
BIMIT CAD AND BIM TRAINING SERVICES



Director
VJCET

A handwritten signature in black ink, appearing to be "Vijay Kumar", written over a horizontal line.



ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT
EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Business Manger
BIMIT CAD AND BIM TRAINING SERVICES



Director
VJCET

Witness

1

2

Daniel A.V

Witness

1

PRINCIPAL
VISWATHY COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

2

SHINE GEORGE
HOD, C&T

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S. PROGRESSIVE CYBERNETICS PVT. LTD
41672/A1, II ND FLOOR, LOVELY AVENUE,
PUTHIYAROAD, KALOOR, COCHIN - 682017



കേരളം KERALA


BA 308995

Date : 18th August 2016

PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

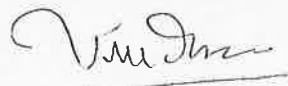
WHEREAS, M/S Progressive Cybernetics Pvt. Ltd. 41672/A1, II nd Floor, Lovely Avenue, Puthiyaroad, Kaloor, Cochin – 68201, Kerala, India. is engaged in the development of software , research, design and consultancy in the field of computer science and related fields.


Director,
Progressive Cybernetics Pvt. Ltd.



No. 11707 Date 5/7/2016
Sold to Director
Viswajyothi College of
Engineering, Vazhakulam




Director,
Viswajyothi College of
Engineering and Technology

Page 2 of 8


M. ARUN
For M. K. Murall
Stamp Vendor
Thodupuzha

29 JUN 2016

WHEREAS, both VJCET and M/S Progressive Cybernetics, now

- Recognizing the importance of research and development in the areas of computer science and information technology in a very cost effective way, as well as imparting industrial training about the cutting edge technologies to the engineering/technology/sciences students as well as faculties.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to computer science and information technology.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on software development and, the associated on the job training and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/S Progressive Cybernetics Pvt. Ltd hereby acknowledge, VJCET and M/S Progressive Cybernetics Pvt. Ltd hereby agree to sign a memorandum of understanding (MOU).


ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/S Progressive Cybernetics Pvt.Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of computer science and information technology, without any prejudice to prevailing rules and regulations in VJCET and M/S Progressive Cybernetics Pvt. Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/S Progressive Cybernetics Pvt. Ltd .The areas of cooperation can be extended through mutual consent.


ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/S Progressive Cybernetics Pvt. Ltd shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon.


Director,
Progressive Cybernetics Pvt. Ltd.




Director,
Viswajyothi College of
Engineering and Technology

- b) Organization of joint conferences , seminars and workshops;
- c) Practical training of VJCET students and staffs at M/S Progressive Cybernetics Pvt.Ltd;
- d) Joint guidance of student projects/thesis in computer science and information technology and other areas of national interest at VJCET by M/S Progressive Cybernetics Pvt. Ltd on mutually agreeable terms.
- e) M/S Progressive Cybernetics Pvt. Ltd would accommodate B.Tech. students of their programme in such a number that M/S Progressive Cybernetics Pvt. Ltd deems convenient to it for the purpose of imparting industrial training.
- f) M/S Progressive Cybernetics Pvt.Ltd may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.
- g) M/S Progressive Cybernetics Pvt. Ltd personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/S Progressive Cybernetics Pvt. Ltd may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j)M/S Progressive Cybernetics Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- k) M/S Progressive Cybernetics Pvt. Ltd may avail library, Internet, computational facilities at VJCET.
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/S Progressive Cybernetics Pvt. Ltd may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for M.Tech degree at VJCET. The student maybe encouraged to take up the project such that VJCET and M/S Progressive Cybernetics Pvt. Ltd desirably benefits from its outcomes.

Thomas

Director,
Progressive Cybernetics Pvt. Ltd.



Amir

Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/S Progressive Cybernetics Pvt. Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/S Progressive Cybernetics Pvt. Ltd shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/S Progressive Cybernetics Pvt .Ltd shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/S Progressive Cybernetics Pvt. Ltd shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/S Progressive Cybernetics Pvt .Ltd and VJCET.

Director,
Progressive Cybernetics Pvt. Ltd.



Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/S Progressive Cybernetics Pvt. Ltd will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/S Progressive Cybernetics Pvt. Ltd shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both VJCET and M/S Progressive Cybernetics Pvt. Ltd shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.

b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation ACT, 1996.

Director,
Progressive Cybernetics Pvt. Ltd.



Director,
Viswajyothi College of
Engineering and Technology


ARTICLE-X: MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.


b) Both VJCET and M/S Progressive Cybernetics Pvt .Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

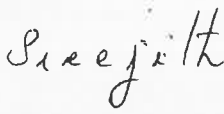
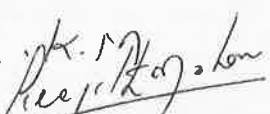

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


Director,
Progressive Cybernetics Pvt. Ltd.






Director,
Viswajyothi College of
Engineering and Technology

Witness

1  
2 Vinod Varghese 

Date 18/08/2016

Witness

1 
2  Dr. B. Rajam. Deom. 111

Date 18/08/2016

PRINCIPAL
VISWAJYOTHI COLLEGE
ENGG. & TECHNOLOGY
VAZHAKULAM

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S JOCYT AEROSPACE
OLAMATTOM, THODUPUZHA, IDUKKI DIST,
KERALA, INDIA, PIN-685584



കേരളം KERALA

BA 308993

Date : 18th August 2016

PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, M/s Jocy Aerospace, Olamattom, Thodupuzha, Idukki Dist, Kerala, India, PIN-685584, is engaged in the development of software, research, design and consultancy in the field of precision machining and mechanical engineering and related fields.

Director,
Jocy Aerospace

FOR JOCY AEROSPACE
[Signature]
MANAGING PARTNER



[Signature]
Director,
Viswajyothi College of
Engineering and Technology

Page 2 of 8

No. 11205 Date 5/21/2016
Sold to Director
Viswajyothi College of
Engineering and Technology

[Signature]
M. ARUN
For M. K. Murall
Stamp Vendor
Thodupuzha

29 JUN 2016

WHEREAS, both VJCET and M/s Jocy Aerospace now

- Recognizing the importance of research and development in the areas of precision machining, mechanical engineering and technology in a very cost effective way, as well as imparting industrial training about the cutting edge technologies to the engineering/technology students as well as faculties.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to mechanical Engineering
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on precision machining and, the associated on the job training and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s Jocy Aerospace hereby acknowledge, VJCET and M/s Jocy Aerospace hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/S M/s Jocy Aerospace for enhancing, within the country, the availability of highly qualified manpower in the areas of precision machining and mechanical engineering, without any prejudice to prevailing rules and regulations in VJCET and M/S M/s Jocy Aerospace without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s Jocy Aerospace. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s Jocy Aerospace shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

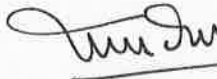
- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;

Director,
Jocy Aerospace

FOR JOCYT AEROSPACE

MANAGING PARTNER




Director,
Viswajyothi College of
Engineering and Technology

b) Organization of joint conferences, seminars and workshops;

c) Practical training/Internship for VJCET students can be provided at M/s Jocy Aerospace. Internship of three weeks duration (18 Days. 8 hours per day) will be provided for the students VJCET. Five students per batch can do their internship at M/s Jocy Aerospace. Students with a CGPA 7 or above, can be only considered internship registration. A maximum amount of Rs. 3000 per student will be charged for the complete Internship programme.

d) Joint guidance of student projects/thesis in precision machining, mechanical engineering and technology and other areas of national interest at VJCET by M/s Jocy Aerospace on mutually agreeable terms.

e) M/s Jocy Aerospace would accommodate B.Tech. students of their programme in such a number that M/s Jocy Aerospace deems convenient to it for the purpose of imparting industrial training.

f) M/s Jocy Aerospace may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.

g) M/s Jocy Aerospace personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.

h) M/s Jocy Aerospace may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc. M/s Jocy Aerospace will be permitted to use the surface finish testing equipments available in Mechanical Engineering laboratory of VJCET for testing components manufactured by Jocy Aerospace on chargeable basis.

i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

j) M/s Jocy Aerospace may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.

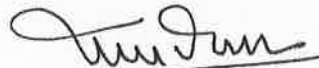
k) M/s Jocy Aerospace may avail library, Internet, computational facilities at VJCET.

Director,
Jocy Aerospace

FOR JOCYT AEROSPACE

MANAGING PARTNER




Director,
Viswajyothi College of
Engineering and Technology

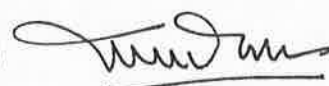
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s Jocy Aerospace may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for M.Tech degree at VJCET. The student may be encouraged to take up the project such that VJCET and M/s Jocy Aerospace desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s Jocy Aerospace depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s Jocy Aerospace will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s Jocy Aerospace is permitted to mention about this MOU in their website

Director,
Jocy Aerospace

FOR JOCYT AEROSPACE

MANAGING PARTNER




Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s Jocyt Aerospace shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s Jocyt Aerospace shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s Jocyt Aerospace shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/s Jocyt Aerospace shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

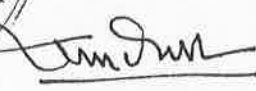
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- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s Jocyt Aerospace and VJCET.

Director,
Jocyt Aerospace

FOR JOCYT AEROSPACE


MANAGING PARTNER




Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s Jocyt Aerospace will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/s Jocyt Aerospace shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both VJCET and M/s Jocyt Aerospace shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.

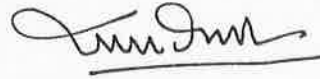
b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation ACT, 1996.

Director,
Jocyt Aerospace

FOR JOCYT AEROSPACE

MANAGING PARTNER




Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-X: MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both VJCET and M/s Jocyt Aerospace shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

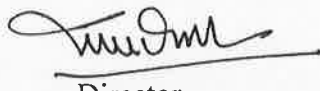
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director,
Jocyt Aerospace

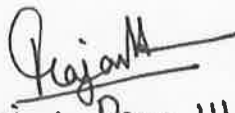
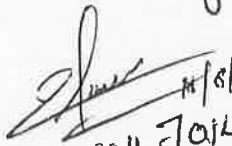
FOR JOCYT AEROSPACE

MANAGING PARTNER




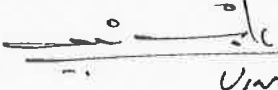

Director,
Viswajyothi College of
Engineering and Technology

Witness

1 
H.K. Rajan, Dean III
2 
18/8/16.
RAKSHA JOL

Date 18/8/2016

Witness

1 
PRINCIPAL
VISWAJYOTHI COLLEGE
ENGG. & TECHNOLOG
VAZHAKULAM
2 
Vinoy. K. HOD/m ED

Date 18/08/2016

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

**M/S. PEPPERPOT SYSTEMS AND
SOLUTIONS PVT. LTD**
DEVADARAM, INFOPARK THRISSUR,
NALUKETTU ROAD, KORATTY, PIN – 680 308



കേരളം KERALA

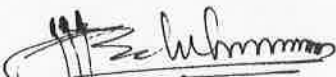
BA 308992

Date : 20th August 2016

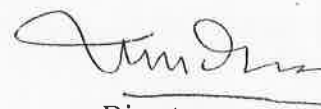
PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, M/s Pepperpot Systems & Solutions Pvt. Ltd is engaged in manufacturing of Desktop, Client/Server, Web and Mobile Applications, research, design and development and consultancy in the field of Information Technology and related fields.


Director,
Pepperpot Systems & Solutions Pvt. Ltd




Director,
Viswajyothi College of
Engineering and Technology

Page 1 of 8

No. 11/2016 Date 5/7/2016
Sold to: Director
Viswajyothi College of
Engineering Vazhakulam

M. ARUN
For M. K. Murali
Stamp Vendor
Thodupuzha

29 JUN 2016

WHEREAS, both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd, now

- Recognizing the importance of research and development in the areas of Software Development, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Software Development
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Information Technology and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd hereby acknowledge, VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of Software Development without any prejudice to prevailing rules and regulations in VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd. The areas of cooperation can be extended through mutual consent.

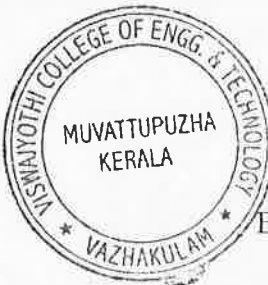
ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of VJCET students at M/s Pepperpot Systems & Solutions Pvt. Ltd;
- d) Joint guidance of student projects/thesis in Computer Science/IT and other areas of national interest at VJCET by M/s Pepperpot Systems & Solutions Pvt. Ltd on mutually agreeable terms.

Director,

Pepperpot Systems & Solutions Pvt. Ltd



Director,

Viswajyothi College of
Engineering and Technology

- e) M/s Pepperpot Systems & Solutions Pvt. Ltd would accommodate B.Tech. students of their programme in such a number that M/s Pepperpot Systems & Solutions Pvt. Ltd deems convenient to it for the purpose of imparting industrial training.
- f) M/s Pepperpot Systems & Solutions Pvt. Ltd may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics.
- g) M/s Pepperpot Systems & Solutions Pvt. Ltd personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s Pepperpot Systems & Solutions Pvt. Ltd may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) M/s Pepperpot Systems & Solutions Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- k) M/s Pepperpot Systems & Solutions Pvt. Ltd may avail library, Internet, computational facilities at VJCET.
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s Pepperpot Systems & Solutions Pvt. Ltd may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for M.Tech degree at VJCET. The student maybe encouraged to take up the project such that M/s Pepperpot Systems & Solutions Pvt. Ltd desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.


Director,

Pepperpot Systems & Solutions Pvt. Ltd




Director,

Viswajyothi College of
Engineering and Technology

- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd is permitted to mention about this MOU in their website

ARTICLE-III : SHARING OF FACILITIES


- a) VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

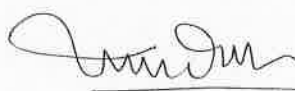
- a) The collaborative programme between VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.


 Director,
 Pepperpot Systems & Solutions Pvt. Ltd




 Director,
 Viswajyothi College of
 Engineering and Technology

- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s Pepperpot Systems & Solutions Pvt. Ltd and VJCET.

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.


Further both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


ARTICLE-IX : RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.


Director,
Pepperpot Systems & Solutions Pvt. Ltd.








Director,
Viswajyothi College of
Engineering and Technology

b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation ACT, 1996.


ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both VJCET and M/s Pepperpot Systems & Solutions Pvt. Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


Director,
Pepperpot Systems & Solutions Pvt. Ltd





Director,
Viswajyothi College of
Engineering and Technology

Witness



1 
1 RANJITH VARNA C.K.

2 TAJU. J. PAPPAPPILLY




Date 20-08-2016

Witness

1 
1 

2


K R Ramachandran Nair, HOD, CSE, VJCET

Date 20/08/16

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

**M/S. C T CONTROL TECHNOLOGY
(INDIA) PRIVATE LTD.**
SRISHTI, #7, SHARADA COLONY, 8TH MAIN ROAD
BASAVESHWARA NAGAR, BENGALURU, KARNATAKA, PIN- 560079

the development of Electrical, Electronic and Instrumentation systems, research, design and consultancy in the field of Electrical, Electronics and Instrumentation Engineering and related fields.

WHEREAS, both VJCET and M/s C T Control Technology (India) Private Ltd. now

- Recognizing the importance of research and development in the areas of advanced Instrumentation systems design & manufacturing, Electrical and Electronics Engineering and technology in a very cost effective way, as well as imparting industrial training about the cutting edge technologies to the engineering/technology students as well as faculties.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Electrical and Electronics Engineering .
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on advanced instrumentation systems design and manufacturing, Electrical and Electronics Engineering and the associated on the job training and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s C T Control Technology (India) Private Ltd hereby acknowledge, VJCET and M/s C T Control Technology(India) Private Ltd hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s C T Control Technology (India) Private Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of advanced instrumentation systems design and manufacturing, Electrical and Electronics Engineering , without any prejudice to prevailing rules and regulations in VJCET and M/s C T Control Technology (India) Private Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and C T Control Technology (India) Private Ltd. The areas of cooperation can be extended through mutual consent.

Director,
M/s. C. T. Control Technology (India) Private Ltd



Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s C T Control Technology (India) Private Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences , seminars and workshops;
- c) Practical training/Internship for VJCET students can be provided at M/s C T Control Technology (India) Private Ltd
- d) Joint guidance of student projects/thesis in advanced instrumentation systems design and manufacturing, Electrical and Electronics Engineering and technology and other areas of national interest at VJCET by M/s C T Control Technology (India) Private Ltd on mutually agreeable terms.
- e) M/s C T Control Technology (India) Private Ltd would accommodate B. Tech. students of their programme in such a number that M/s C T Control Technology (India) Private Ltd. deems convenient to it for the purpose of imparting industrial training.
- f) M/s C T Control Technology (India) Private Ltd may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.
- g) M/s C T Control Technology (India) Private Ltd personnel, as well as research scholars, may also be allowed to enroll for their M. Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s C T Control Technology (India) Private Ltd. may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) M/s C T Control Technology (India) Private Ltd. may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.

Director,
M/s. C. T. Control Technology (India) Private Ltd



Director,
Viswajyothi College of
Engineering and Technology

- k) M/s C T Control Technology (India) Private Ltd. may avail library, Internet, computational facilities at VJCET.
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s C T Control Technology (India) Private Ltd. may be appointed a Co-research guide as per the rules of the respective institute for a student registered for M.Tech degree at VJCET. The student may be encouraged to take up the project such that VJCET and M/s C T Control Technology (India) Private Ltd. desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s C T Control Technology (India) Private Ltd. depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s C T Control Technology (India) Private Ltd. will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MUU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.



Director,
M/s. C. T. Control Technology (India) Private Ltd



Director,
Viswajyothi College of
Engineering and Technology

- t) Both VJCET and M/s C T Control Technology (India) Private Ltd. is permitted to mention about this MOU in their website.

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s C T Control Technology (India) Private Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s CT Control Technology (India) Private Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s C T Control Technology(India) Private Ltd. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

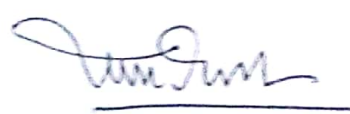
- a) The collaborative programme between VJCET and M/s C T Control Technology (India) Private Ltd. shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.


Director,
M/s. C. T. Control Technology (India) Private Ltd




Director,
Viswajyothi College of
Engineering and Technology

- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s C T Control Technology (India) Private Ltd. and VJCET.

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s C T Control Technology (India) Private Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/s C T Control Technology (India) Private Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

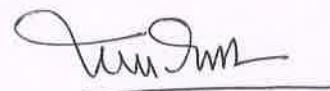
Further both VJCET and M/s C T Control Technology (India) Private Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.



Director,
M/s. C. T. Control Technology (India) Private Ltd



Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-IX : RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both VJCET and M/s C T Control Technology (India) Private Ltd. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director,

M/s. C. T. Control Technology (India) Private Ltd



Director,

Viswajyothi College of Engineering and Technology

Witness

1 (Sumanthir R.)
2 (PRASANNAS)

Date 03/09/2016

Witness

1 PRINCIPAL
2 Prof. & Head of Electrical & Electronics Dept
Viswajyothi College of Engg. & Technology
Vazhakulam

Date 03/09/2016 Vazhakulam, Muvattupuzha, - 686 670

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S. G & G CONSTRUCTIONS
GEORGETOWN, ADAM STAR COMPLEX,
THODUPUZHA, KERALA, PIN-685584



കേരളം KERALA


BB 135738

Date : 4th October 2016

PREAMBLE

WHEREAS, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

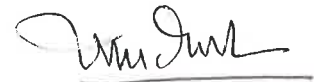
WHEREAS, M/s G & G Constructions, Georgetown, Adam Star Complex, Thodupuzha, Kerala, PIN- 685584 is engaged in Designing, Laying out and executing Housing and Institutional projects of varying scales and Consultancy in the field of Civil Engineering and related areas


Director,
G & G Constructions



No. 19520 Date 8/9/2016
Sol: to Director Viswajyothi
Engineering College
Vazhakulam





Director,
Viswajyothi College of
Engineering and Technology

Page 1 of 7



M. ARUN
For M. K. Murali
Stamp Vendor
Thodupuzha



- 5 SEP 2016

WHEREAS, both VJCET and M/s G & G Constructions now

- Recognizing the importance of research and development in different areas of Civil Engineering and related fields and in a very cost effective way, as well as imparting training about the latest technologies to the engineering/technology students as well as faculties.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Civil Engineering
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Civil engineering, technology and sciences with special emphasis on the job training and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s G & G Constructions hereby acknowledge, VJCET and M/s G & G Constructions hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s G & G Constructions for enhancing, within the country, the availability of highly qualified manpower in the areas of Design, Analysis and Construction in the field of Civil Engineering without any prejudice to prevailing rules and regulations in VJCET and M/s G & G Constructions without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s G & G Constructions. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s G & G Constructions shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences, seminars and workshops;

Director,
G & G Constructions



Director,

Viswajyothi College of
Engineering and Technology

- c) Practical training/Internship for VJCET students can be provided at M/s G & G Constructions
- d) Joint guidance of student projects/thesis in Research, Design, Construction and Consultancy in the field of Civil Engineering and technology and other areas of national interest at VJCET by M/s G & G Constructions on mutually agreeable terms.
- e) M/s G & G Constructions would accommodate B. Tech. students of their programme in such a number that M/s G & G Constructions deems convenient to it for the purpose of imparting industrial training.
- f) M/s G & G Constructions may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.
- g) M/s G & G Constructions personnel, as well as research scholars, may also be allowed to enroll for their M. Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s G & G Constructions may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) M/s G & G Constructions may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- k) M/s G & G Constructions may avail library, Internet, computational facilities at VJCET.
- l) All post-graduate students will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s G & G Constructions may be appointed as Co-research guide as per the rules of the respective institute for a student registered for M.Tech degree at VJCET. The student may be encouraged to take up the project such that VJCET and M/s G & G Constructions desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s G & G Constructions depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.



Director,
G & G Constructions





Director,
Viswajyothi College of
Engineering and Technology


- o) Both VJCET and M/s G & G Constructions will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s G & G Constructions is permitted to mention about this MOU in their website.

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s G & G Constructions shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s G & G Constructions shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s G & G Constructions shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.


Director,
G & G Constructions




Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/s G & G Constructions shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s G & G Constructions and VJCET.

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s G & G Constructions will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/s G & G Constructions shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.



Director,
G & G Constructions



Director,
Viswajyothi College of
Engineering and Technology



Further both VJCET and M/s G & G Constructions shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS


Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES


- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

ARTICLE-X: MISCELLANEOUS


- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both VJCET and M/s G & G Constructions shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


Director,
G & G Constructions





Director,
Viswajyothi College of
Engineering and Technology

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.




Director,
G & G Constructions




Director,
Viswajyothi College of
Engineering and Technology





Witness

1  Dr. ANOOP C.K.
2 DANIEL A.V. 

Date 4/10/2016

Witness

1 SHINE GEORGE
(HOD, CED) 
2  Principal
Dr. Josephkunju Paul C.

Date 07-10-2016

MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S. LUNARS RUBBERS PVT. LTD.,
POST BOX NO: 34, MATHA SHOPPING ARCADE, THODUPUZHA,
KERALA, INDIA, PIN : 685584



കേരളം KERALA

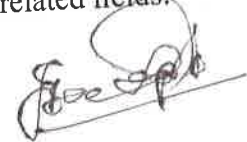
BB 135740

Date : 24th October 2016

PREAMBLE

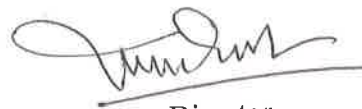
Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, M/s Lunars Rubbers Pvt. Ltd Post Box No: 34, Matha Shopping Arcade, Thodupuzha, Kerala, India, PIN -685584 is engaged in foot wear manufacturing, research, design and development in the field of foot wears, associated mechanical engineering and related fields.



Director,
Lunars Rubbers Pvt. Ltd.





Director,
Viswajyothi College of
Engineering and Technology



No. 19522
Sd/- Director Viswajyothi
Engineering College
Vazhakulam
Date: 24/10/2016



M. ARUN
For M. K. Murali
Stamp Vendor
Thodupuzha



- 5 SEP 2016

WHEREAS, both VJCET and M/s Lunars Rubbers Pvt. Ltd now

- Recognizing the importance of research and development in the areas of foot wear manufacturing, associated mechanical engineering and technology in a very cost effective way, as well as imparting industrial training about the cutting edge technologies to the engineering/technology students as well as faculties.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to foot wear manufacturing and associated mechanical engineering
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on foot wear manufacturing, and associated on the job training in the related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s Lunars Rubbers Pvt. Ltd hereby acknowledge, VJCET and M/s Lunars Rubbers Pvt. Ltd hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s Lunars Rubbers Pvt. Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of foot wear manufacturing and associated mechanical engineering, without any prejudice to prevailing rules and regulations in VJCET and M/s Lunars Rubbers Pvt. Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s Lunars Rubbers Pvt. Ltd. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s Lunars Rubbers Pvt. Ltd shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

Director,
Lunars Rubbers Pvt. Ltd



Director,
Viswajyothi College of
Engineering and Technology

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences , seminars and workshops;
- c) Practical training/Internship for VJCET students can be provided at M/s Lunars Rubbers Pvt. Ltd .
- d) Joint guidance of student projects/thesis in precision machining, mechanical engineering and technology and other areas of national interest at VJCET by M/s Lunars Rubbers Pvt. Ltd on mutually agreeable terms.
- e) M/s Lunars Rubbers Pvt. Ltd would accommodate B.Tech. students of their programme in such a number that M/s Lunars Rubbers Pvt. Ltd deems convenient to it for the purpose of imparting industrial training.
- f) M/s Lunars Rubbers Pvt. Ltd may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics on request with mutually agreeable terms.
- g) M/s Lunars Rubbers Pvt. Ltd personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s Lunars Rubbers Pvt. Ltd may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) M/s Lunars Rubbers Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- k) M/s Lunars Rubbers Pvt. Ltd may avail library, Internet, computational facilities at VJCET.
- l) Post-graduate student will be allotted a Research supervisor from VJCET faculty members. A Research Scientist/Engineer at M/s Lunars Rubbers Pvt. Ltd may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for M.Tech degree at VJCET. The student maybe encouraged to take up the project such that VJCET and M/s Lunars Rubbers Pvt. Ltd desirably benefits from its outcomes.
- m) The students will carry out part of their work or M.Tech./B.Tech. project at VJCET and M/s Lunars Rubbers Pvt. Ltd depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.

Director,
Lunars Rubbers Pvt. Ltd




Director,
Viswajyothi College of
Engineering and Technology


- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s Lunars Rubbers Pvt. Ltd will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s Lunars Rubbers Pvt. Ltd is permitted to mention about this MOU in their website

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s Lunars Rubbers Pvt. Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s Lunars Rubbers Pvt. Ltd shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.


Director,
Lunars Rubbers Pvt. Ltd




Director,
Viswajyothi College of
Engineering and Technology

- c) VJCET and M/s Lunars Rubbers Pvt. Ltd shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/s Lunars Rubbers Pvt. Ltd shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s Lunars Rubbers Pvt. Ltd and VJCET.

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s Lunars Rubbers Pvt. Ltd will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.



Director,
Lunars Rubbers Pvt. Ltd



Director,
Viswajyothi College of
Engineering and Technology

Both VJCET and M/s Lunars Rubbers Pvt. Ltd shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both VJCET and M/s Lunars Rubbers Pvt. Ltd shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

Director,
Lunars Rubbers Pvt. Ltd



Director,
Viswajyothi College of
Engineering and Technology

- b) Both VJCET and M/s Lunars Rubbers Pvt. Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director,
Lunars Rubbers Pvt. Ltd



Director,
Viswajyothi College of
Engineering and Technology

Witness

1 JUBY ISAC

2 James P. Jacob

Date 11/11/2016

Witness

1

Dr. Josephkunyu Paul C.

2

PRINCIPAL
VISWAJYOTHI COLLEGE OF
ENGG. & TECHNOLOGY
VAZHAKULAM

Handwritten signature of the Principal, with 'HOD/MED' written below.

Date 11/11/2016

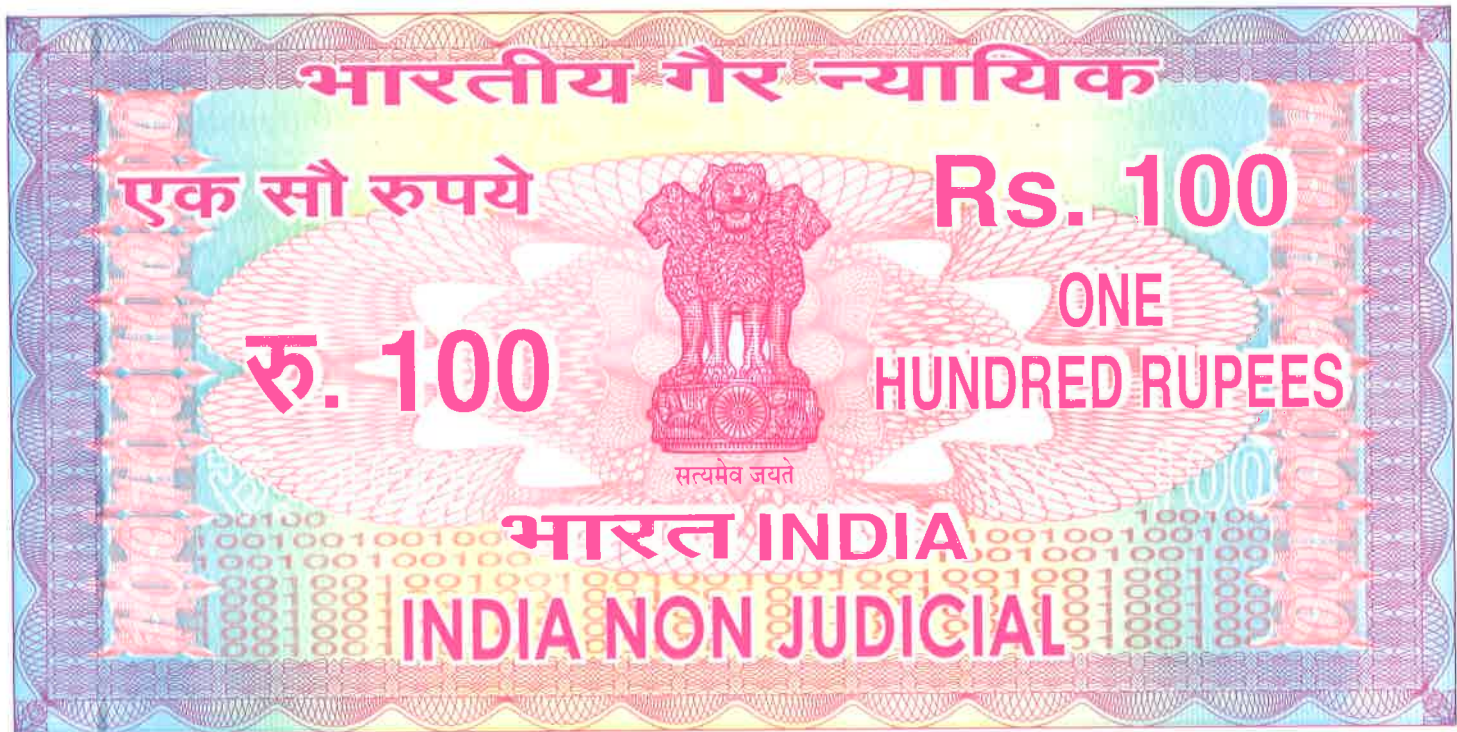
MEMORANDUM OF UNDERSTANDING

BETWEEN

**VISWAJYOTHI COLLEGE OF
ENGINEERING AND TECHNOLOGY**
MUVATTUPUZHA-THODUPUZHA ROAD,
VAZHAKULAM, P.O, MUVATTUPUZHA, KOCHI, KERALA,
PIN-686670

AND

M/S. BITSFORGE TECHNOLOGIES (P) LTD.
7/570K, CHITHRANJALI STUDIO BUILDING, NGO QUARTERS,
KAKKANAD, THRIKKAKARA P.O. PIN-682021



കേരളം KERALA

BB 135739

Date : 31st October 2016

PREAMBLE

Whereas, Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670 at its various engineering departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, M/s Bitsforge Technologies (P) Ltd. is engaged in Design and development of embedded products, Electronics design, Manufacturing electronic products, Systems integrations and Research & development in all related fields.

WHEREAS, both VJCET and M/s Bitsforge Technologies (P) Ltd., now

Director,
Bitsforge Technologies (P) Ltd



No. 19521 Date 8/11/2016
Sol: to Director Viswajyothi
Engineering College
Vazhakulam



M. ARUN
For M. K. Murali
Stamp Vendor
Thodupuzha

Director,
Viswajyothi College of
Engineering and Technology

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- Recognizing the importance of research and development in the areas of Electronic system design and manufacturing, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Software Development
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Electronic Engineering and related fields etc. NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both VJCET and M/s Bitsforge Technologies (P) Ltd. hereby acknowledge, VJCET and M/s Bitsforge Technologies (P) Ltd. hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between VJCET and M/s Bitsforge Technologies (P) Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of Software Development without any prejudice to prevailing rules and regulations in VJCET and M/s Bitsforge Technologies (P) Ltd. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to VJCET and M/s Bitsforge Technologies (P) Ltd.. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both VJCET and M/s Bitsforge Technologies (P) Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- Organization of joint conferences and seminars;
- Practical training of VJCET students at M/s Bitsforge Technologies (P) Ltd.;

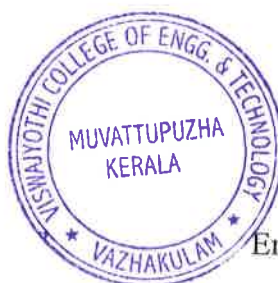
Director,
Bitsforge Technologies (P) Ltd

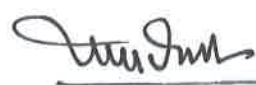


Director,
Viswajyothi College of
Engineering and Technology

- d) Joint guidance of student projects/thesis in Computer Science/IT and other areas of national interest at VJCET by M/s Bitsforge Technologies (P) Ltd. on mutually agreeable terms.
- e) M/s Bitsforge Technologies (P) Ltd. would accommodate B.Tech. students of their programme in such a number that M/s Bitsforge Technologies (P) Ltd. deems convenient to it for the purpose of imparting industrial training.
- f) M/s Bitsforge Technologies (P) Ltd. may depute its personnel as visiting faculty at VJCET to teach any of the regular Course or specialized topics.
- g) M/s Bitsforge Technologies (P) Ltd. personnel, as well as research scholars, may also be allowed to enroll for their M.Tech at VJCET, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of VJCET.
- h) M/s Bitsforge Technologies (P) Ltd. may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
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- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both VJCET and M/s Bitsforge Technologies (P) Ltd. will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

Director,
Bitsforge Technologies (P) Ltd




Director,
Viswajyothi College of
Engineering and Technology

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- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- t) Both VJCET and M/s Bitsforge Technologies (P) Ltd. is permitted to mention about this MOU in their website

ARTICLE-III : SHARING OF FACILITIES

- a) VJCET and M/s Bitsforge Technologies (P) Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) VJCET and M/s Bitsforge Technologies (P) Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) VJCET and M/s Bitsforge Technologies (P) Ltd. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

Director,
Bitsforge Technologies (P) Ltd



Director,
Viswajyothi College of
Engineering and Technology

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between VJCET and M/s Bitsforge Technologies (P) Ltd. shall be coordinated by a coordination committee appointed by Directors of both the parties.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

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- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of M/s Bitsforge Technologies (P) Ltd. and VJCET.

ARTICLE-VI : IPR

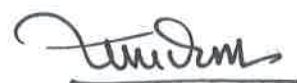
Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both VJCET and M/s Bitsforge Technologies (P) Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both VJCET and M/s Bitsforge Technologies (P) Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties

Director,
Bitsforge Technologies (P) Ltd



Director,
Viswajyothi College of
Engineering and Technology

without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both VJCET and M/s Bitsforge Technologies (P) Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX : RESOLUTION OF DISPUTES


- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation ACT, 1996.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both VJCET and M/s Bitsforge Technologies (P) Ltd. shall not, during the term of this Agree-

Director, 
Bitsforge Technologies (P) Ltd




Director,
Viswajyothi College of
Engineering and Technology

ment directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director,
Bitsforge Technologies (P) Ltd



Director,

Viswajyothi College of
Engineering and Technology

Witness

1

Joseph Thomas Paul C
Principal

2

Jose P. Varghese
HOD (ECE)

Date

23/11/16

Witness

1

Anitta Thomas

Anitta Thomas, AP(ECE)

2

Niji Mathews

Niji Mathews, AP(ECE)

Date

23. 11. '16