

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

Metric 3.5.2

Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the year 2022-2023

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MEMORANDUM OF UNDERSTANDING

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م عن 30٠ This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this day of 2029 by and between:

National Highways Authority of India (NHAI) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

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the Viswajyothi College of Engineering & Technology, Vazhakulam, Muvattupuzha, Ernakulam thereinafter called as VCET which the expression shall unless repugnant to the context or meaning thereof the deemed to mean and include its successors and permitted assigns) of the Second Party. WHEREAS,

the VCET and NHAI are desirous of working together with mutual cooperation for dissemination of the pective expertise in civil/highway engineering field through the road infragtructure development.

Dr. K.K. Rajan Principal III College of Engineering & Technology IIII RO., Muvattupuzha, Kerala-686 670

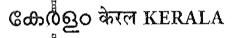
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NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. INTENT:

National Highways Authority of India (NHAI) intends to associate the VCET who shall voluntarily contribute its share of experience for betterment of the highway infrastructure.

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SCOPE OF THE MoU

SCOPE OF THE MoU
 The primary scope of MOU inter alia includes the following:

(1) NHAI shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by NHAI.

(ii) The Institute shall adopt nearby stretches of NHs as specified in the Appendix-1 as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of stretches may be modified by geletion/addition by mutual consent of NHAI and the VCET.

(iii) The adopted stretch may be used as a field of study for faculty, researchers and students.

(iv) NHAI shall offer internship to 10 number of undergraduate/postgraduate students of the lostitute periodically and also extend stipend 72

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(v) NHAI shall pay stipend @ Rs. 8,000/- (Rupees Eight Thousand only) per month for undergraduate students and @ Rs. 15,000/- (Rupees Fifteen Thousand only) per month to Postgraduate students. All other arrangements including stay shall be responsibility of the VCET. However, depending upon availability, NHAI may extend transportation facility to the interns within the project jurisdiction.

3. Roles and Responsibilities:

The scope of this MOU shall be carried out in a collaborative mode between NHAI and VCET. The Roles & Responsibilities of NHAI and VCET in performing the defined objective shall be as follows:

NHAI

- a. NHAI shall provide the list of potential candidate National Highway stretches for adopting by the Technical Institute;
- b. NHAI shall facilitate availability of relevant data required with specific reference to the above stretches through its field office/consultant/concessionaire/contractor engaged in the project;
- c. NHAI will nominate an officer as a point of contact for all correspondence in carrying out the defined objective;
- **d.** NHAI shall facilitate the faculty, researchers and students of the Institute to give access to the site of the identified stretch being adopted by the Technical Institute, relevant documents for the purpose of activities to be carried by these intellectuals of the Institute;
- e. NHAI through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in highway/transportation sector in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. NHAI may suitably adopt the research output and feedback received from the Technical Institute in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- **g.** NHAI may support creation of Lab infrastructure in the Institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.
- h. The NH stretch adopted can be co-branded with the associated technical institute by NHAI

VCET

- a. VCET shall adopt stretch(es) of NHs as specified in the Appendix-1 as a voluntary initiative.
- b. VCET through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of existing highway asset inter alia covering the following aspects:

(i) Improvements in safety provision by removing existing deficiencies;

(ii) Improvements in continual maintenance of the stretch using new technologies;

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- (iii) Localized solutions for removal of congestion points thereby increasing the average speed of traffic flow;
- (iv) Improvements in the riding comfort through cost effective measures based on innovative technologies on practices applicable in the area;
- (v) Viability of new way side amenities for road user based on the existing traffic pattern and user expectations;
- (vi) Potential solutions to old recurring problems based on local experience etc.
- c.VCET may also associate with the Consultants/NHAI during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, lopography and resource potential for better socioeconomic outcome.
- d.VCET will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

4. EFFECTIVE DATE AND PERIOD OF MOU

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This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 5 years from the date of signing unless terminated earlier by mutual consent by either party by giving 60 days' notice in writing to the other party.

OF LNG For NHA For VCET MUVATTOPUZHA KERALA (Authorized Signatory) (Authorized Signatory). K. Principa Athi College of Engine Muvattupuzha. ρ Witness Witnes89 ====Jaz MASSAN ANGEL sint aboras Stido: Dent, 8 Maard DY.m (7) Department of Rivel Bragg: RO KERAM VJ'CET

MEMORANDUM OF UNDERSTANDING(MoU)

BETWEEN

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

&

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

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MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into

on this the 8thday 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

BMIT CAD AND BIM Training Services, M/s Coretech Solutions, 2nd Floor, Naduparambil Building, Above ICICI Bank (Next To IGNOU) Kaloor Jn., Ernakulam - 682017, the Second Party, and represented herein by - its Partner (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')

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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 intend to cooperate and focus their efforts on cooperation within the 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 Coretech Solutions is a Partnership firm with two partners with a legal partnership deed. The Managing Partner is Ms. Priya Varghese and Mr. Viju Antony is a partner entrusted with the responsibility to sign the documents for the partnership firm. The firm was established in May 2015 and the PAN registration no is AAKFC4829M and the TAN registration no is CHNC04472G and the GST registration number of this firm is 32AAKFC4829M127 and the legal name of the firm is CORETECH SOLUTIONS.
- F) BIMIT CAD AND BIM TRAINING SERVICES the registered brand name of M/s Coretech Solutions is an advanced training center with a focus on the BIM (Building Information Modelling) and Parametric Design software Application training and services promotions. BIMIT is presently an Autodesk Authorized Training Center, Certiport Authorized Testing Center as well as Autodesk Academic Partner. BIMIT is also affiliated to National Council for Technology and Training (NACTET), as their Authorized Training Center.
- G) M/s BIMIT CAD AND BIM TRAINING SERVICES, the Second Party is not promoted by any external Industrial Group

For CoreATech Sclutions Authorised Signatories

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DIRECTOR VISWANOTHI COLLEGE OF ENGLASTECHNOLOGY VAZNAKULAM, MUTATTUPUZNA VAZNAKULAM, MUTATTUPUZNA KERALA - 686 670

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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.
 - 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 terms 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

1.2

- 2.1 The budding graduates from the institution 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.

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Core Tech Sclutions

2.3

Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party is 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.

- 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.
- Research and Development: Both Parties have agreed to carry out the joint 2.5 research activities in the fields of Building Information Modeling and Project Management.
- Skill Development Programs: Second Party is to train the students of First 2.6 Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- Guest Lectures: Second Party is to extend the necessary support to deliver 27 guest lectures to the students of the First Party on the technology trends and in house requirements.
- Faculty Development Programs: Second Party is to train the Faculty of First 2.8 Party for imparting industrial exposure/ training as per the industrial requirements. considering the National Occupational Standards in concerned sector, if available.

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Authorized Signatories

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- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Building Information Modeling and Project Management.
- 2.6 **Skill Development Programs:** Second Party is 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 is 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 is to train the Faculty of First Party for imparting industrial exposure/ training as per the industrial requirements considering the National Occupational Standards in concerned sector, if available.

2.3

VISWATYOTHI COLLEGE OF ENGG. & TECHNOLOGY VAZHAKULAM, MUYATTUPUZHA KERALA - 686 670

Authorized Signatories

For Care Tech Solutions

- Both Parties are to obtain all Internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of 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, copyrights and designs) of the other Party.

CLAUSE 4 VALIDITY

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- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period M/s BIMIT CAD AND BIM TRAINING SERVICES, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of M/s BIMIT CAD AND BIM TRAINING SERVICES, 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

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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.

For Core Tech Sclutions

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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 Muvattupuzha.

Name of City : Vazhakulam, Muvattupuzha

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First Party

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Page 7 of 8

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VISWAJYOTHI COLLEGE OF ENGG & TECHNOLOGY VAZHAKULAM, MUVAT TUPUZHA KERALA - 686 670 **First Party**

For Core Tech Sclutions Signatories

Second Party

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Name of City : Vazhakulam, Muvattupuzha

DIRECTOR ISSANOTHI COLLEGE OF ENSS.&TECHNOLOGY MAZHAKULAM, MUVATTUPUZRA KERALA 1585 670

For Core Tech Sciulions friest Signatures

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AGREED

For Viswajyothi College of Engineering and Technology

FOR BIMIT CAD AND BIM TRAINING SERVICES, M/s Coretech Solutions.

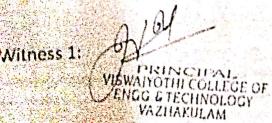
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EGE OF ENGG. & TECHNOLOGY Authorized Signatory KERALA - 686 670

Authorized Signatory

Viswajyothi College of Engineering and Technology	BIMIT CAD AND BIM TRAINING SERVICES M/s Coretech Solutions
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala,PIN-686670,	2nd Floor, Naduparambil Building, Above ICICI Bank (Next To IGNOU) Kaloor Jn., Ernakulam - 682017
Contact Details	Contact Details Phone : +91 93881 22704
Phone : 0485 2262211 E-mail : vjcet@vjcet.org	E-mail :vijuantony2000@gmail.com
with here there vicet ac.in	Web :http://www.bimit.net

Web :http://www.



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Witness 2:

Witness 4: 2 H Devina Vipinan



(Incorporated under Section 8 of the Companies Act 2013)

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called the '**MoU**') is entered into on 31st January 2023 at Palakkad, Kerala, India, by and between,

M/s. IIT Palakkad Technology I-Hub Foundation (IPTIF), a Section 8 Company, incorporated under the provisions of the Companies Act, 2013, bearing CIN U73100KL2020NPL065107 and having its registered office at "31, Kanjikode West, Nila Campus, IIT Palakkad, Palakkad, Kerala, 678623, India" and having its administrative office, workspaces, and laboratories at "3/1405, V-Square, NH544, opposite ITI Limited, Kanjikode, Kerala, 678621, India" (hereinafter referred to as the "First Party" or which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the FIRST PART;

and

M/s. Viswajyothi College of Engineering and Technology, an education institution, incorporated under the provisions of APJ Abdul Kalam Technological University, having its registered office at Viswajyothi College of Engineering and Technology Muvattupuzha -Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala (hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include all permitted successors and assigns) of the SECOND PART.

WHEREIN, the party of the first part shall be individually referred to as "first party", and the party of the second part shall be individually referred to as "second party", as the

Handal Bhashar



(Incorporated under Section 8 of the Companies Act 2013)

context may require, and the first party and the second party shall be collectively referred to as "parties" and severally as "party".

WHEREIN, the first party is a section 8 company established by IIT Palakkad to carry out its mandate to foster innovation, entrepreneurship, and industry-academic cooperation under the National Mission on Interdisciplinary Cyber-Physical Systems (NM-ICPS) of the Department of Science & Technology (DST), Government of India (GoI), with collaborative workspaces and laboratories at various iTREND centres, besides its administrative office, providing all services including but not limited to technology development, human resource development and support for entrepreneurial activities.

WHEREIN, the second party is an institute, which provides technical education in several branches of engineering and technology, including Data Science, Theoretical Computer Science, and Software Systems, and desires to collaborate with the first party to establish, manage and operate the first party's IPTIF's Technology Research Entrepreneurship Development centre.

WHEREAS, through this MoU, the parties intend to establish a comprehensive relationship and set forth the terms and conditions governing the scope of this MoU. The parties hereto are desirous of entering into a mutual understanding between them, pron the grounds and on the terms and conditions mentioned herein.

Now, therefore, this MoU witnesseth and it is hereby agreed by and between the parties hereto as follows.

Handal Bibarbar



(Incorporated under Section 8 of the Companies Act 2013)

1. OBJECTIVES

- a. To establish a collaborative relationship by which the parties shall work in collaboration for the purpose of promoting the scheme launched by the first party for setting up an i-TREND (IPTIF Technology, Research, Entrepreneurship and Skill Development) Center, in which the students and faculties of the second party shall be engaged for the stated purposes of this MoU.
- b. To promote innovation and entrepreneurship by creating environments that support creative and imaginative thinking.
- c. IPTIF supports entrepreneurs translating innovations into products and services that are commercially viable.
- d. Solving real world challenges with imaginative insights and innovative solutions.
- e. To set out the rights, duties and liabilities of the parties arising as a result of this MoU.
- f. To establish and set limits to mutual collaboration between the parties hereto.

2. TERM

The MoU will commence on the effective date and shall continue to be in force for a period of 02 (two) years, unless terminated in accordance with the terms of this MoU, and can be renewed after the aforesaid period with the written consent of both parties, either on same terms or different terms as may be agreed upon by the parties.

Harilal B-haskar



(Incorporated under Section 8 of the Companies Act 2013)

3. SCOPE

- a. The first party intends to appoint the second party to set up an i-TREND satellite centre.
- b. The first party may act as a startup funding agency and grant funds to qualified startups and innovators associated with the second party under various schemes as a part of this MoU if they are qualified as per the requisites of the first party.
- c. The Second party will agree with the First party to build and share resources including space and infrastructure, mentoring, training programmes to enhance the skills. The cost and other terms of such programs will be mutually worked out separately.
- d. First party offers a wide variety of assistance for startups, including mentoring, patent filing, and connecting with funding agencies .
- e. Collaborative project opportunities Both parties to jointly propose and engage in research or training programmes .
- f. Both parties may jointly conduct short-term courses.
- g. Both parties may jointly conduct internship programs.
- h. The Second party should appoint a centre in charge, assistant centre in charge and faculty members who can work for I-Trend centre initiative.
- i. The First Party may offer qualified I Trend centre faculty members the opportunity to serve as mentors.
- j. Through I-Trend centres, the First party may offer opportunities for students and faculty members of the Second party to engage in various projects.
- k. The I-Trend centre in charge appointed by the Second party will be the point of contact with whom all the opportunities will be shared.
- I. The Second party will agree to the First Party to organise collaborative activities amongst various alumni groups.
- m. The first party may offer the second party's constituents i.e., students and faculties, the opportunity to engage in third-party funded external projects relating to problem statement/s from industries or corporate entities that consult with the first party

-Hard of Bhardan





(Incorporated under Section 8 of the Companies Act 2013)

- n. The first party is engaged in providing short-term and long-term training courses for Cyber-Physical Systems (CPS) technologies and may implement this training and other skill development programs at the facility of the second party.
- o. The first party may implement skill development programs at the second party's facilities in offline mode. The specifics are as follows.
 - i. The second party shall facilitate practical training sessions by providing basic infrastructure, including computers with the licensed software.
 - ii. The second party may get the curriculum, course content, and learning materials from the first party in order to deliver training to i-Skill program participants.
 - iii. The first party may deliver the training sessions and provide program support to the second party in terms of evaluation methods and assignments.
 - iv. The second party shall assess the students using the guidelines provided by the first party and report the results to the first party.
 - v. The second party shall not use the curated material of the first party for commercial or non-commercial purposes, without prior approval from the first party.
- p. The second party and the students and teaching staff availing the scheme and training programs will be able to leverage the first party's brand.
- q. The second party agrees to provide the following facilities for setting up the i-TREND centre.
 - i. A minimum of 1000 sq. ft. of built-up space, with a dedicated faculty coordinator, basic infrastructure such as computers (with licensed software if applicable) and internet connectivity, and access to mechanical, electrical and electronic labs.
 - ii. This space may host the following facilities:
 - 1. Project lab;
 - 2. Small conference room with writing boards (optional);
 - 3. Training room;

-Hardel Bhaston



(Incorporated under Section 8 of the Companies Act 2013)

- 4. All systems to be networked (cabled and wireless);
- 5. At least 1 Mbps internet connectivity;
- 6. Essential furniture;
- 7. Telephone connectivity (VOIP/Normal).

4. COMMERCIALS

- a. The first party will organize various skill development programs and may collect fees from the participants as per mutual agreement among the parties.
- b. If and when such fees are collected, the party who conducts the training program will get 50% share of such fees collected, and the other party will get 50% share towards administration costs.
- c. Any payments made to the second party shall be through account transfer or cheque, as per mutual agreement by the parties.

5. REPRESENTATIVES AND CONTACT POINTS

In order to facilitate and coordinate the performance of services and other obligations of the Parties concerning this MoU, the parties shall each appoint representatives ("**designees**") to act for it in all such matters with full and complete authority on its behalf concerning any matters in connection with or arising out of, or relative to, this MoU, and to act for, and bind, the respective parties appointing such designee to any and all matters involving this MoU.

-Hardal Brhasher



(Incorporated under Section 8 of the Companies Act 2013)

First Party's Designee: Mr Harilal Bhaskar, Chief Executive Officer Contact Details: Email: ceo@iptif.tech; Phone: +91-7012522386

Second Party's Designee: Rev. Fr. Paul Nedumpurath, Director Contact Details: Email: <u>vjcet@vjcet.org</u> Phone: 0485 2262211

6. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that -

- They are duly organised and incorporated under the laws of their jurisdiction, and are empowered to execute, deliver and perform this MoU;
- This MoU so entered into by the parties does not establish any breach or violation howsoever of an MoU, arrangement or understanding, oral or written, entered with any other party that would adversely affect either party's ability to execute this MoU entered upon hereby;
- They undertake not to do or cause to be done any act or thing which would result in any representation or warranty contained herein being rendered completely or partially untrue or incorrect;
- That the performance of their obligations under this MoU will not violate or infringe upon the rights of any other party or violate any MoU between the parties and any other person, firm, or organisation, or any law or governmental regulation.

-Hardel Bhaskar



(Incorporated under Section 8 of the Companies Act 2013)

7. INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its employees, representatives, and agents (if any) harmless against any and all losses, liabilities, claims, damages, demands, costs, and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by it that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the parties causing a such breach or

non-performance. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, or otherwise.

8. CONFIDENTIALITY

Confidential Information:

I. Either party may own and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to that party (collectively, "Confidential Information"). Either party may disclose such confidential information to the other party during the discussions regarding the business relationship, or the existence of any other business relationship between the parties.

Hardal Bharbar



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IIT PALAKKAD TECHNOLOGY IHUB FOUNDATION

(Incorporated under Section 8 of the Companies Act 2013)

- II. Confidential information is any information relating to either party that is not in the public domain and not accessible by the general public.
- III. Confidential information includes not only information disclosed by either party, but also information developed or learned by the other party during their relationship under this MoU. Confidential information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the disclosing party is engaged in or contemplates engaging in or the unauthorized disclosure of which could be detrimental to the interests of that party, whether or not such information is identified or marked by that party.
- Confidential information includes, but is not limited to, any information or details IV. concerning either party engaged in, the discussions between the other party, financial or otherwise, regarding the proposed business relationship; any third-party details, business contacts, discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, approaches to designs, alternate ideas, time, effort estimates, costs and resources to build them, the final solution and/or service deliverables, the means or cost of implementing, production. mass-production, the component-usage, block diagrams, improvement-recommendations, part-lists, simulation results, testing methods, iterations made to achieve the final product. Confidential Information also includes third-party information, which is in the disclosing party's possession under an obligation of confidential treatment.

-Hardal Bharkar

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(Incorporated under Section 8 of the Companies Act 2013)

Non-disclosure and Protection:

- I. The parties agree that at all times during or subsequent to this MoU, each party shall maintain the confidential information in strict confidence and shall not disclose, divulge, communicate, publish, disseminate or otherwise make available or use or copy any part of the confidential information, except for the party's own use during the term of this MoU.
- II. The parties further agree not to cause the transmission, removal, or transport of tangible embodiments of, or electronic files containing, confidential information from the other party, without the prior written approval of the other party that owns the confidential information.
- III. Each party shall not use the confidential information, or any portion thereof, for the benefit of any third party. Each party shall take all necessary precautions in handling confidential information and limiting disclosures on a strict need-to-know basis.
- IV. However, the disclosing party may disclose confidential information pursuant to the order or requirement of a court, administrative agency, or other governmental bodies, provided that the disclosing party gives reasonable prior notice to the other party to contest such order or requirement, or obtain injunctive relief therefrom. Upon the termination or expiration of this MoU, each party shall return to the other party or certify the destruction of all confidential information except such confidential information that each party may expressly authorize the other party to retain, in writing.

-Hardal Bharkar



(Incorporated under Section 8 of the Companies Act 2013)

9. INTELLECTUAL PROPERTY RIGHTS

- A. Intellectual Property rights shall mean and includes all intellectual property, in any part of the world, whether registered or not registered, in particular:
 - a. All trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, source code, APIs, databases, design elements including user interfaces, formulae, industrial, scientific and commercial information, techniques, and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, database rights; computer hardware and software including computer programs and any other information concerning the above;
 - Technical know-how and information, business and market information, concerning product and process development validation, integrated business support services, operational support services, end-user services, training and support service, marketing, and other allied services;
 - c. All rights under licences in respect of all the above specified at (A) herein;
 - d. Any applications or registrations for the protection of all the rights specified at (A); and all renewals and extensions thereof.
- B. The second party shall not use any intellectual property rights as mentioned in the above clause of this agreement without such prior written consent.

-Harilal Bharkar



(Incorporated under Section 8 of the Companies Act 2013)

- C. The second party shall not acquire any right, title, or interest whatsoever in the intellectual property of the first party as mentioned under this agreement, which may or may not be used while performing its obligations and services as per this agreement. The second party shall not do any act, omission, or promise, or allow any person or entity to engage in any act or omission that may in any way impair, affect or challenge the rights of the first party in its intellectual property either directly or indirectly.
- D. Upon termination of this agreement, the second party shall not have any access to any intellectual property rights of the first party. It shall immediately return to the first party all property belonging to the first party that may be in their possession.

10. TERMINATION

Unless otherwise provided, this MoU may be terminated by either party by giving prior written notice of at least 01 (one) month. Either party may terminate this MoU for cause by providing the other party written notice if the other party:

- Is in material breach of this MoU and has failed to rectify such breach within 30 (thirty) days after its receipt of written notice of such breach provided by the non-breaching party;
- Engages in any false reporting or any other act which is against the terms of this MoU;

-Hardal Bhashar



(Incorporated under Section 8 of the Companies Act 2013)

- III. Engages in any unlawful business practice related to that party's performance under the terms of this MoU; or
- IV. Files a bankruptcy petition, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors or has a receiver, trustee, or similar party appointed for its property.

11. WAIVERS, MODIFICATIONS, AND AMENDMENT

The waiver of a breach of this MoU or the failure of a party to exercise any right under this MoU shall in no event constitute a waiver as to any other breach, whether similar or dissimilar or prevent the exercise of any right under this MoU.

This MoU may be amended/modified with the mutual consent of the parties, by executing a fresh MoU containing such amendments/modifications, or by one party communicating the need for an amendment/modification in writing, and the other party accepting the said proposal and communicating its consent to the same in writing.

12. SEVERABILITY

Each provision of this MoU shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of this MoU shall in no way affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from this MoU and the

-Hordol Bhaskor



(Incorporated under Section 8 of the Companies Act 2013)

balance of this MoU shall be construed and enforced as if this MoU did not contain the particular provision(s) held to be invalid or unenforceable. 13. COSTS

Each party shall bear the respective costs of carrying out the obligations under this MoU. No cost may be unduly assigned to either party by the other party.

14. ASSIGNMENT

Neither party shall assign any rights, duties, or obligations under this MoU to any third party without the written prior permission of the other party.

15. EXECUTION AND COUNTERPARTS

This MoU may be executed (including by facsimile or internet-based service) by one or more of the parties on any number of separate counterparts. All of such counterparts taken together shall be deemed to constitute the same instrument, and (if by facsimile) each such facsimile shall have the same force and effect as if an original.

16. DISPUTE RESOLUTION

The parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. If mediation

-Harilal Behashar



(Incorporated under Section 8 of the Companies Act 2013)

fails, any controversy or claim arising out of or relating to this MoU or breach of any duties hereunder shall be settled by arbitration following the Indian Arbitration and Conciliation Act, 1996. All hearings will be held at Palakkad, Kerala, India, and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the arbitration proceedings, and the award passed by the such sole arbitrator will be valid and binding on both parties.

17. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed following the laws of India only. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Palakkad, Kerala, India for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper.

-Harolal B. haskar



(Incorporated under Section 8 of the Companies Act 2013)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY, MONTH, AND SEAL FIRST MENTIONED ABOVE.

AUTHORISED SIGNATORIES

Hordol Bhoshor

For M/s. IIT PALAKKAD TECHNOLOGY IHUB FOUNDATION

Name: Mr Harilal Bhaskar

Designation: Chief Executive Officer



For M/s.Viswajyothi college of Engineering and Technology

Name: Rev. Fr. Paul Nedumpurath

Designation: Director

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Viswajyothi College of Engineering and Technology

Muvattupuzha-Thodupuzha Road, Vazhakularn, P.O., Muvattupuzha. Kochi, Kerala, PIN-686670

&

M/S Progressive Cybernetics Pvt. Ltd.

Tech Floor, Koyas Tower P O Junction, Muvattupuzha Ernakulam Dist, Kerala Pin: 686 661



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DR 914011

8	1 st December 2022
÷	MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 1st day of December 2022 (01-12-2022) by and between. Viswajyothi College of Engineering and Technology (VJCET), the First Party represented herein by its Director, Viswajyothi College of Engineering and Technology (VJCET), and M/S Progressive Cybernetics Pvt. Ltd as the Second party, and represented herein by its Director

(First Party and Second Party are herein after jointly referred to as 'Parties'

and individually as 'Party' Director Viswajyothi College of /S Progressive Cybernetics Pvt-Etd Engineering and Technology Bold to BIL R. B. C. T.O. R. NILSON jyoth; college of Englace sing of No. 19.36 Date 25 A DOJARS 100) -Kuruppampady Vendor P.N.Sulochana. Technology, Valabatordam.



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DR 914010

WHEREAS:

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- A) First Party is a Higher Educational Institution named Viswajyothi College of Engineering and Technology (VJCET), Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670.
- 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.
- 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 Progressive Cybernetics Pvt. Ltd the Second Party is engaged in the development of software, research ,design and consultancy in the field of computer science and related fields

100 Date:... VATTUPUL Director, Viswajyothi College of Progressive Cybernetics Pvt. Ltd No. 1035 Date 25 4 2020 Rs. 100 No. 1035 Date 2514 Walk Rs. 1901 - Engineering and Technology Sold to D. L. R. C. Top N. Susa Yothi, College of Engineering a 22 Page 3 of 9 Kuruppampady Vendor P.N. Sulochana, Tech no logg, Vazha kulam.

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. 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 Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon,
- 2.2 Organization of joint conferences, seminars and workshops
- 2.3 Practical Training/Internship for VICET students can be provided at M/S Progressive Cybernetics Pvt. Ltd
- 2.4 Joint guidance of student projects/thesis in precision machining, mechanical engineering and technology and other areas of national interest at VJCET by M/S Progressive Cyber Ltd on mutually agreeable terms.

Date: Director, M/S Progressive Cybernetics

Director,

Viswajyothi College of Engineering and Technology

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- 2.5 M/S Progressive Cybernetics Pvt. Ltd would accommodate B.Tech. students of their program in such a number that M/S Progressive Cybernetics Pvt. Ltd deems convenient to it for the purpose of imparting industrial training,
- 2.6 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.
- 2.7 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.
- 2.8 M/S Progressive Cybernetics Pvt. Ltd may seek assistance/guidance of VJCET faculty member/s in product/process modification, modernization, trouble shooting, etc.
- 2.9 Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instruments, etc.
- 2.10 M/S Progressive Cybernetics Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at VJCET.
- 2.11 M/S Progressive Cybernetics Pvt. Ltd may avail library, Internet, computational facilities at VJCET.
- 2.12 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 may be encouraged to take up the project such that VJCET and M/S Progressive Cybernetics Pvt. Ltd desirably benefits from its outcomes.
- 2.13 The students will carry out part of their work or M.Tech./B.Tech. Project at VJCET and M/S Progressive Cybernetics Pvt. Ltd depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- 2.14 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.
- 2.15 Both VJCET and M/S Progressive Cybernetics Pvt. Ltd will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

Director, M/S Progressive Cybernetics Pvt



Director

Viswajyothi College of Engineering and Technology

- 2.16 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.
- 2.17 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.
- 2.18 Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- 2.19 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.
- 2.20 Both VJCET and M/S Progressive Cybernetics Pvt. Ltd is permitted to mention about this MOU in their website

CLAUSE 3: SHARING OF FACILITIES

- 3.1 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.
- 3.2 VJCET and M/S Progressive Cybernetics Pvt. Ltd shall permit the sharing of 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.
- 3.3 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

CYBERNA Date:.... Director, M/S Progressive Cybernetics PW LEATTUF

Diredtor.

Viswajyothi College of Engineering and Technology

CLAUSE 4: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- 4.1 The collaborative program between VJCET and M/S Progressive Cybernetics Pvt. Ltd shall be coordinated by a coordination committee appointed by Directors of both the parties.
- 4.2 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.

CLAUSE 5: EFFECTIVE DATE AND DURATION OF MOU

- 5.1 This MOU shall be effective from the date of its approval by competent authorities at both ends.
- 5.2 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 5.3 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
- 5.4 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 program under the MOU
- 5.5 Any clause or article of the MOU may be modified or amended by mutual agreement of M/S Progressive Cybernetics Pvt. Ltd and VJCET.

CLAUSE 6: INTELLACTUAL PROPERTY RIGHTS

6.1 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.

CLAUSE 7: CONFIDENTIALITY

7.1 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.

Director, M/S Progressive Cybernetics Pvt. Lt

Directo

Viswajyoth College of Engineering and Technology

- 7.2 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 of PROJECTS.
- 7.3 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.

CLAUSE 8: AMENDMENTS

8.1 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.

CLAUSE 9: RESOLUTION OF DISPUTES

- 9.1 This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of courts.
- 9.2 The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENMT 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.

CLAUSE 10: MISCELLANEOUS

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- 10.1 The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 10.2 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.

Date:... Director. M/S Progressive Cybernetics Pvt. L

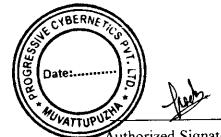
Viswair othi College of Engineering and Technology

preceding all been signed, has this Agreement 10.3 After understandings/negotiations and correspondence pertaining to it shall become null and void.

AGREED:

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





uthorized Signatory

Viswajyothi College of Engineering and Technology	Progressive Cybernetics Pvt. Ltd.
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala, PIN-686670,	Tech Floor, Koyas Tower P O Junction, Muvattupuzha Ernakulam Dist, Kerala Pin: 686 661
Contact Details Phone : 0485 2262211 E-mails : vjcet@vjcet.org	Contact Details Phone : +91-8943343658 E-mails : info@progressivecybernetics.com
Web : http://www.vjcet.ac.in	Web : https://pcplglobal.com

Witness1:

Witness 3:

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Witness2:

TOBY Jase 9446918668(Mub) Sarath K B

Witness4:

703480 7168

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

Page 1 of 10



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BZ 572917

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,

Viswajyothi College of

MUVATTUPUZHA KERALA

M/S Looking soft Pvt. Limited

Director,

18 2020

6495 Date 14/8/2020 50 Engineering & Technology. 1):refort Viswayoth; College of Engineering & Technology Vazhakulan Page 2 of 10



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BZ 572916

WHEREAS:

First Party is a Higher Educational Institution named: A)

Viswajyothi College of Engineering and Technology

- First Party & Second Party believe that collaboration and co-operation B) between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- The Parties intent to cooperate and focus their efforts on cooperation C) within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for D) advancing their mutual interest;.
- M/S Looking soft Pvt. Limited, the Second Party is engaged in software E) development, mainly on web and mobile technologies.

6494 par 14/8/2020 50/-

Director.

andsch



Director, M/S Looking soft Pvt. Limited

Viswajyothi College of Engineering & Technology.

To Dirsector Viswajyothi College of Engineering & Technology Vazhakulam. Page 3 of 10



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BZ 572919

- M/S Looking soft Pvt. Limited, the Second Party is not promoted by any F) external Industrial Group
- M/S Looking soft Pvt. Limited, a company registered in India, is one of the G) 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.



Viswajyothi College of

/S Looking soft Pvt. Limited 10:6496 Date 1418/2009 50 -

Director,

Engineering & Technology. Director Viswajyoki 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

- Both Parties are united by common interests and objectives, and they shall 1.1 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.
- First Party and Second Party co-operation will facilitate effective utilization 1.2 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.
- The general terms of co-operation shall be governed by this MOU. The 1.3 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,

soft Pvt. Limited 6497 De 14/8/200 00 -Directors Viswajyoth; College of Engineering Page 5 of 10 9 Technology Vazlakulan ANLoch Viswajyothi College of

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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.

M/S Looking soft Pvt. Limited

Director.

Viswajyothi College Engineering & Technology

Page 6 of 10

- Internships and Placement of Students: Second Party will actively 23 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.
- Research and Development: Both Parties have agreed to carry out the 24 joint research activities in the fields of software development, IoT and AI
- Skill Development Programs: Second Party to train the students of First 25 Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- Guest Lectures: Second Party to extend the necessary support to deliver 26 guest lecturers to the students of the First Party on the technology trends and in house requirements.
- Faculty Development Programs: Second Party to train the faculties of 27 First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- Both Parties to obtain all internal approvals, consents, permissions, and 2.8 licenses of whatsoever nature required for offering the Programs on the terms specified herein
- There is no financial commitment on the part of the Viswajyothi College of 29 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. MUNATTUPUZHA

Director, M/S Looking soft Pvt. Limited

Director,

Viswajyothi College Engineering & Techno

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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 knowhow, 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

M/S Looking soft Pvt. Limited

Director,



Viswajyothi College of Engineering & Technology.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under 5.1 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	M/S Looking soft Pvt. Limited
Technology 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; Tajont	Witness 2:
Witness 3:	Witness 4: Aude

INFORMATION AND COMMUNICATION TECHNOLOGY ACADEMY OF KERALA

Reg. Office : L-9, Thejaswini, Technopark Campus, Thiruvananthapuram, Kerala, Inida, Pin : 695 581 CIN : U80302KL2013NPL035441, Ph : 0471 2700811, Fax : 2700812, Email:info@ictkerala.org



PREMIUM MEMBERSHIP SUBSCRIPTION AGREEMENT

Information and Communication Technology Academy of Kerala (hereinafter referred to as ICTAK), situated at G1, Ground Floor, Thejaswini Building, Technopark Campus, Karyavattom, Trivandrum-695581, registered under Section 25 of the Companies Act 1956 to enhance the quality of graduates and to increase the employability of the students

WHEREAS ICTAK has launched a "Premium Membership" model to the eligible institutions which satisfy the evaluation standards (listed below) and the relationship with ICTAK in the past.

WHEREAS, Viswajyothi College of Engineering and Technology, Vazhakulam has submitted the application in the prescribed format for ICTAK "Premium Membership"

ICTAK, after proper evaluation and audit, hereby award the title "PREMIUM MEMBER of ICTAK" to the Colleges.

PREMIUM MEMBERSHIP SELECTION CRITERIA

The following criteria have been applied in selecting the eligible colleges to award the title of ICTAK Premium Membership

Sl.No	Key Performance Indicator (Last 1 Year)	
1	Pass percentage of the Institution	
2	No of Teachers with PHD's and Specialization	
3	3 Total number of faculties	
4	Allotted intake of students in previous year	
5	Actual intake of students in previous Year	
6	6 No: of labs with 30 or 30+ computers	
7	What is the maximum capacity of the biggest lab	
8	What is the dedicated bandwidth of the biggest Computer lab	
9	Institution's Accreditation and its current status	

OBJECTIVES & SCOPE

In order to provide the students of the Colleges with the opportunity to obtain gainful career, ICT Academy of Kerala (ICTAK) is forming a Premium membership programme with

selected Engineering /Science/Polytechnic/ITI institutions in the state. The institutions have beenselected based on a set of criteria (Mentioned in the above table), through an online application form from the interested colleges.

ICTAK offers the selected institutions, one-year membership and will be supported by ICTAK on a series of activities (mentioned in Clause 1.2) that will help the students, the teachers and the institution at large on skills development in leading technologies and thereby enhancing the employability skills of the students and quality of education by imbibing new generation teaching skills to the faculty. The selected institutions are required to undertake a set of activities (Clause 1.1) to fulfill the membership requirements.

ROLES AND RESPONSIBILITIES

1.1 COLLEGES

The college hereby agrees to ensure the requisite participation as mentioned in the table below:-

ICTAK sponsored activity	Institutional Commitment
ICTAK Partner Program by Google	Institution can nominate students for the program
ICTAK Partner Program by Oracle	Institution can nominate students and faculties for the program
ICTAK Partner Program by Microsoft	Institution can nominate students for the program
ICTAK Partner Program by Salesforce	Institution can nominate students for the program
ICTAK Industry Partner Program	Institution can nominate students for the program
Invitation to participate in ICTAK Conclave at discounted rates	Interested Students/Faculties can register.
Participation to ICTAK Paper presentation	Minimum 1 team
Participation to ICTAK Techathlon (ICTAK Technical ideation event) at discounted rates	Minimum 1 team
Invitation to participate in Student Top10 industry interaction programme	Maximum 10 Students

1.2 ICTAK

ICTAK hereby agrees to provide the following services/privileges as part of the "Premium Membership" to each of its member colleges:-

- a) Will include Employability quotient test (EQT) to the students with detailed report.
- b) Preference will be given to Premium member colleges to host our events / Govt. Programs.

- c) Minimum 100 students will be trained on varies technology through our partner program (Online) in a year
- d) Invitation to participate in ICTAK Conclave at discounted rates
- e) Participation to ICTAK Paper presentation (Technical and Management papers) programme at discounted rates
- Participation to ICTAK Techathlon (ICTAK Technical ideation event) at discounted rates
- g) Invitation to attend the ICTAK Partner programme
- h) Invitation to participate in Teacher's Top5 industry interaction programme
- i) Invitation to participate in Student's Top10 industry interaction programme.
- j) Support to provide limited resources in Tech-events (on the availability basis)
- k) Free copies (5 copies) of ICTAK Yearly magazine

2. FEES AND CHARGES

Though the premium membership is free of cost per se, the fee at applicable rates becomes payable, If the college, at their own will, expresses interest in conducting the other ICTAK training programs which do not comes under the purview of premium membership.

The program fee can be paid through DD addressed to ICT Academy of Kerala, payable at Trivandrum or Bank Transfer to ICT Academy of Kerala Bank Account No:34469941089 with State Bank of India, Technopark Branch with IFS Code:SBIN0007617. Cheque and Online payments are also accepted.

Activities	Fees	Remarks
Membership Fees for becoming a Premium member	Free	Institution has to qualify the Membership Requirements
Invitation to attend the ICTAK Partner programme	Free	
Teacher's Top5 industry interaction programme	Free	Maximum of 5 Teachers per institution
Student's Top10 industry interaction programme	Free	Maximum of 10 Students per institution
Support to provide limited Human resources in Tech-events	Free	Depending on the availability of ICTAK / Industry staffs
ICTAK Yearly magazine	Free	5 Copies per college
Employability quotient test (EQT) – Mandatory for all final year students.	Free	ICTAK working on to create Skill index of Engineering colleges in Kerala.

Please refer the table for details:-

ICTAK International Conclave (ICSET) registration fees	25 % Discount on registration fee.	Minimum 10 students and 2 teachers from each member institution
Participation to ICTAK Paper presentation	Rs 2000/- for Author	Maximum of 3 members. Participants will get free entry to ICSET
	Rs 1000/- for each Co-authors	
Participation to ICTAK Techathlon	25 % Discount on registration fee (for the final round)	Maximum of 5 members. Participants will get free entry to ICSET

3. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, all the subscribers to the premium membership agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.
- c. During the term of the MoU and thereafter for a reasonable period, all the subscribers hereto undertake on behalf of their respective subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged/ generated pertaining to work/ activity under this MoU for any purpose other than that specified in this MoU.
- d. The member institutes can use ICTAK logo and can display in their website or other branding activities during the tenure of the agreement. However, the member institute will cease the right to use ICTAK logo upon expiry/termination of the agreement.

4. NON-EXCLUSIVITY

The relationship of the subscribers of premium membership with ICTAK shall be nonexclusive. Both ICTAK and the institutions, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a similar agreement for Skills Enhancement and Faculty Development Programs, the participants may agree to limit each party's right to collaborate with others on that subject.

5. OTHER TERMS

- a) ICTAK and the colleges hereby agree to pursue the relationship on a principle-toprinciple basis and any of them shall not do or cause to be done anything derogatory to the reputation of the other;
- b) The free programs which remain pending at the end of the membership period shall stand as cancelled without notice.
- c) The Courses offered by ICTAK may subject to change when ICTAK themselves and in association with Government Departments and agencies launch new programs. The same will be intimated to the member colleges in advance.

6. TERMINATION

The premium membership shall expire one year from the effective date (Effective date - 1st August 2022). Either party shall have the right to unilaterally cancel or terminate the premium membership upon 60 days prior written notice to the other party. However, no such early termination of the premium membership, whether mutual or unilateral, shall affect the obligations of the Confidentiality clause or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties, the ICTAK shall immediately restrain itself from further induction of any new batch of students and/ or individual students.

Upon serving of notice of termination, none of the parties herein shall be under any obligation to meet with any further expenses of the proposed ICTAK apart from the ones required for the smooth course completion of the existing batch.

If the college fails to fulfill any one or more of the commitments mentioned in Clause 1(1), the college will not be eligible to hold the title of ICTAK Premium Member for the next year.

7. FORCE MAJEURE

Either ICTAK or the colleges will not be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

8. ARBITRATION

Except as hereinbefore provided, any dispute arising out of the premium membership plan, shall be referred to the arbitration of 2 (two) arbitrators, 1 (one) to be appointed by each party to the dispute and in case of difference of opinion between them to an umpire appointed by the said 2 (two) before entering on the reference and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on all the parties. The venue of arbitration shall be at Trivandrum.

9. NOTICES & COMMUNICATION

All notices and other communications required to be served on ICTAK or Colleges under the terms of this MoU, shall be considered to be duly served if the same shall have been delivered to by hand and properly acknowledged by the respective part/ parties, posted by registered mail or sent by any accredited Courier Service to the respective part/parties at its last known/ officially disclosed address of business.

10. AMENDMENTS

No amendments or modification of the premium membership plan and privileges shall be valid unless the same is made in writing by all the parties herein or through their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

11. RELATIONSHIP

The Premium Membership shall not be construed to make either ICTAK or Colleges, a partner, an agent, or legal representative of the other for any purpose.

12. SIGNING AND EXECUTION

This premium membership document, signed by the authorized signatory of ICTAK and the Colleges creates separate legal relationships between each of the subscribers (Colleges) and ICTAK. The document may be construed as an agreement with proper offer to and acceptance from ICTAK and each of the subscribers signed underneath and vice versa.

BY SIGNING the agreement, the parties, acting by their duly authorized officers, have caused thePremium Membership agreement to be executed between ICTAK and each college, effective as of the 1st day of August 2022. The membership ID has been awarded by ICTAK and certificate will be provided after the execution of this agreement.

In WITNESS WHEREOF, the parties hereto have executed this Premium Membership Agreement on the date abovementioned

For ICT Academy of Kerala

Sign & Date

Santhosh Kurup **Chief Executive Officer**

For College

Principal



Sign & Date

Nidhin Das D Company Secretary, Lead HR

(Nerry Daniel

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MEMORANDUM OF UNDERSTANDING(MOU)

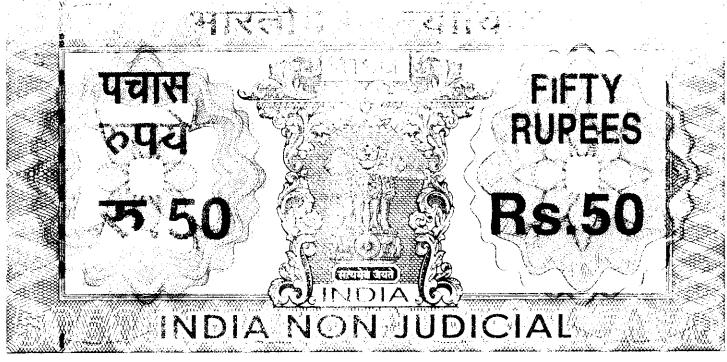
BETWEEN

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

&

Rabbitsquare LLP,

Room No. 1, Viswajyothi Business Incubation Hub, Viswajyothi College of Engineering and Technology, Vazhakulam PO, Muvattupuzha, Kerala, PIN- 686670



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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23rd day of March Two Thousand Twenty One (23.03.2021),

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BETWEEN

^g Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, ^g 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

- Rabbitsquare LLP, Room No. 1, Viswajyothi Business Incubation Hub, Viswajyothi College of Engineering and Technology, Vazhakulam PO , Muvattupuzha, Kerala –
- 686670, **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).

MUVATTUPUZHA KERALA uthorized Signatory gnatory 50/-6498 Director Viswajyothi College of Engineering & Technology Vaztakulam. Page 2 of 8 Bulach



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

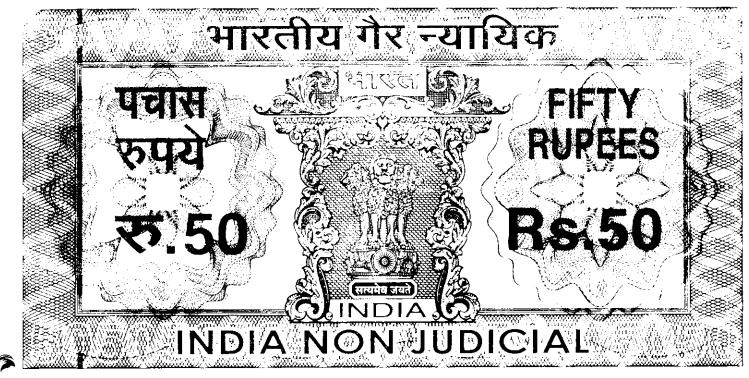
³ WHEREAS:

A) First Party is a Higher Educational Institution named:

Viswajyothi College of Engineering and Technology

- 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 enhancedopportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU
 for advancing their mutual interest.
- E) Rabbitsquare LLP the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the

embedded systems. ĉ MUVATTUPUZHA Authorized Signatory KERALA Authorized Signatory 100 50/~ 650/ Director Viswajyoki College of Engineering & Technology Vashakulan. suloch



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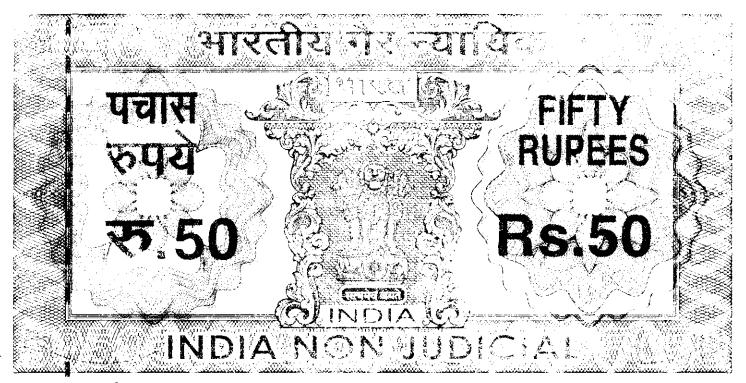
- F) Rabbitsquare LLP, the Second Party is not promoted by any external
- Industrial Group
- G) Rabbitsquare LLP, a company registered in India, is one of the leading tech training company in the industry. Rabbitsquare LLP sees a bright
 opportunity in the research and development of customized electronic products.

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.

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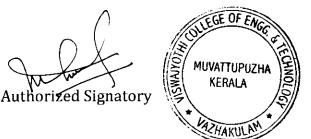
1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

割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.

MUVATTUPUZHA KERALA Authorized Signatory Authorized Signatory 6499 14/8/200 50/-Director Viswajyok: College of Engineering & Technology Nazhakulam. Page 5 of 8 Oxlosely

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 andknowledge.
- 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 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.



Authorized Signatory

Page 6 of 8

- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields Robotics and embedded systems.
- 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 lecturers 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
- 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.

MUVATTUPUZHA Authorize atorv Authorized Signatory KERALA

Page 7 of 8

CLAUSE 4 VALIDITY

- 4.1 The parties agree that the duration of this MOU shall be for 3(Three) years from the date of signing, which shall also be the effective date of the MOU. Any act on the part of **Training Partner** or Rabbitsquare LLP, 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 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.

FirstParty



SecondParty

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

AGREED:

For Viswajyothi College of Engineering and For Rabbitsquare LLP Technology

Authorized Signatory

Authorized Signatory

Viswajyothi College of Engineering and Technology	Rabbitsquare LLP
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala,PIN-686670,	Room No. 1, Viswajyothi Business Incubation Hub, Viswajyothi College of Engineering and Technology, Vazhakulam PO.,Muvattupuzha, Kerala, PIN- 686670
Contact Details	Contact Details
Phone : 0485 2262211	Phone :9846791147
E-mails : vjcet@vjcet.org	E-mails :mail@rabbitsquare.in
Web :http://www.vjcet.ac.in	Web : <u>https://www.rabbitsquare.in</u>

Witness2: Witness1: D_{22} GE OF EN Witness4: Witness 3: yerrae n the HEAD, ELECTRONICS & COMN MUVATTUPUZHA VISWAJYOTHI COLLEGE OF ENGLISTED KERALA VA2HAKULAMP.O., MUVATTUPUZHA HAKULAN

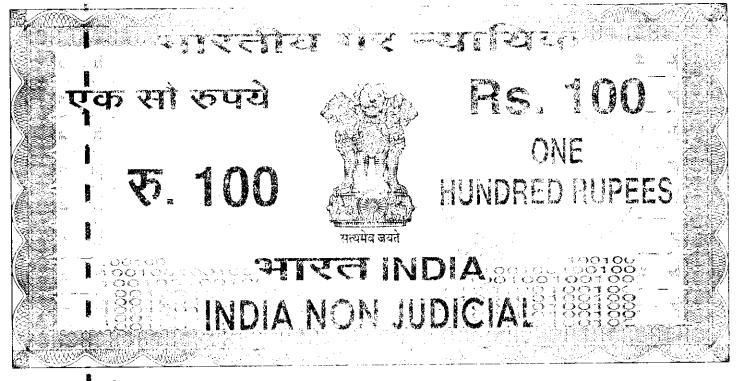
MEMORANDUM OF UNDERSTANDING (MOU)

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



கேலத்o केरल KERALA

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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. Giess Rs. 50 Date 5-2-19 President Imanages Digcesan Technical Kothumon galin

ADOVATTUTUZHA VENDOR V K. A. GORAKUMAR WAJYOTHICOLLEGE OF ENGG.&TECHN VAZHAKULAM, MUVATTUPUZHA KERALA - 686 570

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 KERALA - 686 670



- 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 NNOVA First Party to visit its group companies and also involve in Industrial

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XK X X DIRECTOR VISWAJYOTHI COLLEGE OF ENGG. & TECHNOLOGY VAZHAKULAM, MUVATTUPUZHA

KERALA - 686 670

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



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

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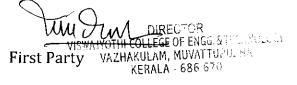
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period RECODE Innovations, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or RECODE Innovations, 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 and variable or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself, 506661

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VISWAJYOTHI COLLEGE OF ENCG.&TEC...IGLOC, 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.





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

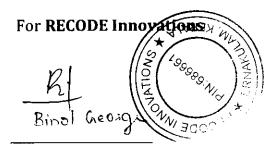
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DIRECTOR VISWAJYOTHI COLLEGE OF ENGG.&TECHNOLOGY VAZHAKULAM, MUVATTUPUZHA KERALA - 686 670

AGREED:

For Viswajyothi College of **Engineering and Technology**

DIRECTOR OLLEGE OF ENGG. & TECHNOLOGY Authorized Signa HAKULAM, MUVATTUPUZHA KERALA - 686 670



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	Contact Details
Phone : 0485 2262211	Phone : 0485 298 9802
E-mail : vjcet@vjcet.org	E-mail : info@recodeindia.com
Web: http://www.vjcet.ac.in	Web: https://recodeindia.com/

Witness 1: PRINCIPAL PRINCIPAL ISWAIYOTHI COLLEGE OF ISWAIYOTHI COLLEGE OF

Witness 3:

HEAD, ELECTRONICS & COMM, ENGG, DEPT. VISWAJYOTHI COLLEGE OF FROM " $\mathbf{v}^{\mathbf{r}}$



Witness 2: Jenya Joy Amir Operations Nanagor

Witness 4: Vivel S.Kusson gus Bussinescler manage

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Viswajyothi College of Engineering and Technology Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha,

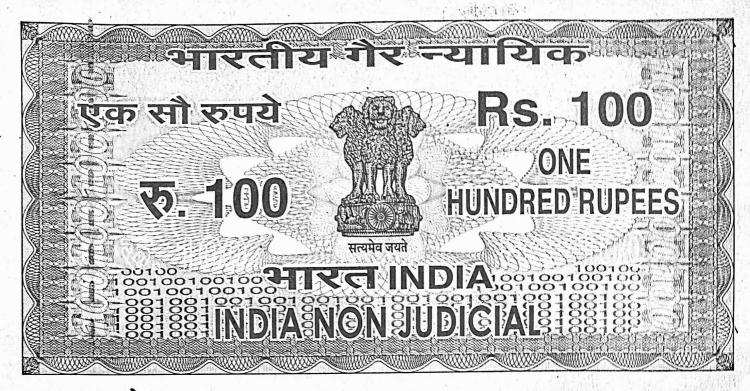
> Kochi, Kerala, PIN-686670

> > &

M/s MTTC INTERNATIONAL. First floor mather square apartment No.14 Door No CC 41/2526 B-7 Ernakulam North, Ernakulam-682018

and the second

Page 1of 8



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into

on this the 25thday of February Two Thousand Nineteen (25.02.2019),

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

M/s MTTC INTERNATIONAL First floor mather square apartment No.14 Door No CC 41/2526 B-7 Ernakulam North, Ernakulam-682018, 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')

No43808Rs. 100 Dt. 20/2/19. sold to. Presidend nenager Diocesan Fallleation MOOVATTUPUZHA VENDOR Trust, Kothamangalams.

million in Marian at

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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 enhancedopportunities.
- 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 MTTC INTERNATIONALthe Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the field of MEP.
- F) M/s MTTC INTERNATIONAL, the Second Party is not promoted by any external IndustrialGroup
- G) M/s MTTC INTERNATIONAL expertise in specialized training for Mechanical, Electrical & Civil Engineers. We are Government Registered Institute affiliated to Scientific & Technical Education Development Council. Our Certificate can be attested by Ministry of External Affairs – Govt. of India and emphasis of almost all countries by the order of labor & Employment Ministry. We indulge in various MEP Installation, Design and Maintenance works, we are Licensed MEP Contractors. We are an associate member in Indian Society of Heating, Refrigerating and Air-conditioning Engineers (ISHRAE). We are also an active member of HVACR Employees Association Kerala. We provide LIVE project Oriented MEP training. Students get chances to participate in our own LIVE Projects. Good Performing Students are recruited to our own Construction firm.

Page 3of 8

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- 2.2 Major benefit to the student community to enhance their skills andknowledge.
- 2.3 **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 scenariomeaningfully.
- 2.4 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.
- 2.5 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.
- 2.6 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of MEP especially in Electrical System Design and Drafting, HVAC Design and Drafting, Plumbing and Fire Fighting.

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 oneanother.
- 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 SecondParty.
- 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

- 2.7 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.
- 2.8 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.

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- 2.9 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, ifavailable.
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.11 There is no financial commitment on the part of the Viswajyothi College of Engineering and Technologythe First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealtseparately.

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.

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Page 6of 8

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 MTTC INTERNATIONAL, 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 MTTC INTERNATIONAL, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of thisMOU
- 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 theirobligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting underthis 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 otherParty.

Page 7of 8

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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

AGREED:

For Viswajyothi College of **Engineering and Technology**

Authorized Signatory

Akhileshkumar, C

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For M/s MTTC INTERNATIONAL

Carton Sel.

Authorized Signatory

Viswajyothi College of Engineering and Technology	M/s MTTC INTERNATIONAL	
Muvattupuzha-Thodupuzha Road, Vazhakulam, P.O, Muvattupuzha, Kochi, Kerala,PIN-686670,	First floor mather square apartment No.14 Door No CC 41/2526 B-7 Ernakulam North,Ernakulam-682018	
Contact Details	Contact Details	
Phone : 0485 2262211	Phone : 9526132316	
E-mails : vjcet@vjcet.org	E-mails :mttcmepkochi@gmail.com	
Web :http://www.vjcet.ac.in Web : <u>https://www.mttcmep.com</u>		

OF ENG

Witness1:

MED SAIN AHAM (Hours, HOD-EEE B-Amuna, HOD-EEE

Witness 3:

Kukkumol M.V MUVATTUPUZHA KERALA Witness4: AZHAKUL **FFC** VAZHAKULAM ENGG

Witness2:

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

Page 8of 8

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

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

&

M/s Technovalley Software India Pvt Ltd, Level 4, ATS Grand, Opposite Highway Garden, Bypass, Edapally, Ernakulam - 682024

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 17th day of DecemberTwo Thousand Twenty-One(17.12.2021),

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

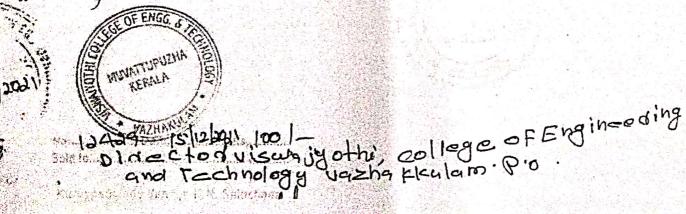
M/s Technovalley Software India Pvt Ltd, Level 4, ATS Grand, Opposite Highway Garden, Bypass, Edapally, Ernakulam, the Second Party, and represented herein by its Managing Director Mr. Rajesh Kumar (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to 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

Viswajyothi College of Engineering & Technology Technovalley Software India Private Limited

Managing Director



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PREAMBLE:

Whereas, First Party is a Higher Educational Institutionnamed:

<u>(1)(1)</u>

Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzhaat its various Engineering and Research departments

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- ischarged with responsibility of training technical and scientific manpower invarious front-
- lineareasofimportancefortheNationandisalsocontributingto therapidlygrowingscientificandtechnological
- knowledge and professional excellence in Science & Technology by undertaking industrial & applied research.

Whereas, Second Party is a IT - Technology Consultancy named:

Technovalley Software India Private Limited, is a software consultancy services company. An Affiliated member of NASSCOM, having its major vertical Technovalley - AKS(Advanced Knowledge Services) a leading Edu-Tech Industry, exclusively implementing state-of-the-art technical Internships and certification programs in partnership with 16 global leaders in IT Technologies to deliver their cutting-edge global technology certifications and programs for Professionals and students across the globe. M/s Technovalley Software India Pvt Ltd, is not promoted by any external Industrial Group.

Managing Director

Viswajyothi College of Engineering & Technology Technovalley Software India Private Limited OF ENGG

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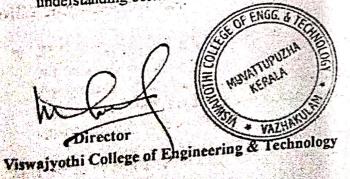
Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest; Whereas both Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzhaand Technovalley Software India Private Limited now

- Recognizing that collaboration and co-operation between themselves with a new Intuition to be a part of Technovalley Technology-Clubto build an Industry - Academia partnership will promote more effective use of each of their resources, IT/Non IT Technology and Consulting Services and provide
- Appreciate the intent to cooperate and focus their efforts on cooperation within area of Skill. developmentInternship programs, IT Services, Education and Research.
- Believes that close co-operation between the two parties would make budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry.

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

CLAUSE 1:CO-OPERATION

- a) 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.
- b) 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.
- 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 C) 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.



Managing Director Technovalley Software India Private Limited

CLAUSE 2: SCOPEANDTERMSOF INTERACTIONS:

Both Viswajyothi College of Engineering and Technology, Vazhakulam, P.O., Muvattupuzhaand Technovalley Software India Private Limited shall encourage interactions between Engineers, ResearchFellows, Faculty Members, Program Consultants and Students of both the organizations through the following arrangements.

- Exchange of personnelthroughdeputationaspertherulesoftherespectiveinstitute, forlimited periodsas a)
- First party can acquire free Membership on Technovalley Technology Club to avail the IT b) Technology Services for students and faculties on discounts from Technovalley Software India Private Limited.
- Organization ofjoint conferences, workshops, hackathons, colloquiums, and seminars; c)
- Onsite Certification Model for First Party Students and Faculties right there at the Collage on a d) revenue Sharing Model, with a relaxed Fee for the Students and there for Faculty.
- Second Party to extend the necessary support to deliver guest lecturers to the students of First e) Party on the technology trends and in house requirements. 51221
 - First Party can obtain free RedHat Academy Membership and avail RedHat Technology Services on behalf of Technovalley with massive discounts to the students as well as Faculty.
 - Second Partycan assist First Party students on skill Acquisition of bleeding edge technologies such as RedHat, VMware, Microsoft, Cyber Security, Cisco, Amazon, and Other programs like Python programming, Software Testing, Networking, PHP, Artificial Intelligence, Robotics, Bigdata and Hadoop, Block Chain, Python Programming, Mean Stack, Full Stack and Machine Learning training Etc.
 - Second Party would accommodate students in the form of interns in such a number that it deems h) convenient to it for the purpose of imparting industrial Internship programs on ITTechnologies.
 - Second Party may make use of the facilities available at First Party for Onsite IT technology i) Internship programs. 14
 - Second Party will give valuable inputs to First party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. j)
 - Second Party to train the Faculty of First partyas Faculty Development Program for imparting industrial exposure/ training as per the industrial requirement considering the National k) Occupational Standards in concerned sector, if available. F
 - the activities Technology services showcase. its may Party seminar/Workshop/Conference etc. at First Party premises. I)
 - Joint Guidance to the student project/thesis in the field of Programming and Non-Programming IT technology services at First party by Second Party. m)

First party can avail all the webinar programs conducting by second party on free of cost.

Managing Director jyothi College of Engineering & Technology Technovalley Software India Private Limited

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f)

g)

First party shall permit the sharing of Students and Faculty data base, if permissible within the rules governing the two parties, for its purpose to ensure that the reach of information on IT/Non IT Technology Internship Programs and the services offered by Second Party However. responsibility for the safety of data's during the exchange will rest on respective Heads of both

There is no financial commitment on the part of the Viswajyothi College of Engineering and p) Technology, Vazhakulam, P.O, Muvattupuzhathe First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3:CO-ORDINATIONOF THE PROGRAMMEINCLUDINGFINANCIAL

ARRANGEMENTS

0)

The collaborative program between Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzhaand Technovalley Software India Private Limited shall be coordinated by a coordination committee appointed by the Directors of both parties.

CLAUSE 4: EFFECTIVEDATE AND DURATION OFMOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends. a)
- (17/12/21 The duration of the MOU shall be for a period of 5 years from the effective date. b)
- c) During its tenancy, the MOU may be extended or terminated by prior notice of not less than three months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue a program under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of d) Technovalley Software India Private Limited and Viswajyothi College of Engineering and Technology, Vazhakulam, P.O, Muvattupuzha.

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period M/s Technovalley Software India Pvt Ltd, 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 Technovalley Software India Pvt Ltd, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are actingunder this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Veither 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 Parts, to pledge the other Party's credit, or to extend credit on behalf of the other

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Managing Director

CLAUSE 6: INTELLECTUAL PROPERTY

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 7: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both Viswajyothi College of Engineering and Technology, Vazhakulam, P.O., Muvattupuzhaand Technovalley Software India Private Limitedshall 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 (not applicable to students of Viswajyothi College of Engineering and Technology, Vazhakulam, P.O., Muvattupuzha).
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

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

CLAUSE 8: AMENDMENTS

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NATTUPUZHA

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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.

CLAUSE 9: RESOLUTION OFDISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Thrissur.
- 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. The venue of arbitration shall be at District Head Quarters of the First Partyand Language of arbitration shall be English.

Managing Director

Director ajy thi College of Engineering & Technology Technovalley Software India Private Limited



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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 <u>Viswajyothi College of Engineering & Technology</u> a university / engineering college committed to educational excellence having its office <u>Vazhkulam P.O., Muvattupuzha, Ernakulam,Kerala, India</u> - 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.

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. Intentionally Omitted
- 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.



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University / College

1. Infosys electives/microcredit courses for educational institutions will be provided by Infosys wherever applicable. The list will be updated as per latest technology trends and needs of colleges.

Note: Colleges can choose from among the provided elective/microcredit course areas

- 2. Strengthen relationship with Universities / Colleges through collaborative meetings and events
- 3. Work with education bodies / universities to induct the industry relevant curriculum into the college curriculum through BOS or academic council meeting.

Metrics for MoU R	lenewal:
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Note : Weightages are attached to each of the activities.

SI No	ltem	Minimum Number / Volume (in two years)	Weightage
1	Infosys certification / completion of courses on Infosys digital platform	Active learning with considerable learning time by students and faculty members on the Infosys digital platform	30
2	Infosys suggested Industry Elective / microcredit / professional skills programs		30
3	Faculty Enablement Program (FEP) / Industry Visits / Seminars / Webinars / Student Workshops / SPOC meetings	Active participation in events conducted by Infosys	20
4	Consumption of Digital content on Infosys digital platform	Active consumption of content by learners of educational institutions	20
			100

MOU Renewal Criteria:

The actual weightage for a college would be decided by Infosys team based on the participation of the colleges in the given activities. Institutes should achieve a minimum of 65% to qualify for renewal of the RMOU.



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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 / professional skill training to the students. The scope and contents of courses / training programs will be decided by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

Student / Education

- 1. Publish Infosys courseware on the digital platform and provide access
- 2. Offer Infosys certifications
- 3. Technical seminar/webinar for students on niche technology areas
- 4. Provide SME to deliver sessions in conferences at the national/ international level in the college / Seminars/ Contests based on availability
- 5. Increase employability by providing technical and soft skills training
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft/professional skills
 - c. Student webinars/workshops/events aimed at preparation to Infosys certifications subject to demand and availability of Infosys SME
- 6. Visit to Infosys Development Centres based on availability and guidelines prescribed by the respective development centers of Infosys.

Faculty

- 1. Sharing of Industry oriented-courseware
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft skills
- 2. Faculty Enablement Programs
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Elective subjects/trending IT areas
- 3. Provide SME sessions for selected niche technology areas subject to demand and availability of SME from Infosys



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- 4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I 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
- 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: -



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- (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 seventytwo (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. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees.
- 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.
- 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. Indemnity:

Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with any alleged or actual:



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- Infosys
- a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
- b. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;
- 19. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.
- 20. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.
- 21. 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.
- 22. 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.
- 23. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdiction's laws.

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

Date: 24-Mar-2022

Place: Bungalore

Name: Sundar K S

Date: _23/12/2021

Place: Vazhakulam

Name: Dr. K.K Rajan



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ANNEXURE II

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure Agreement ("Agreement") is formed between Viswajyothi College of Engineering & Technology ("Recipient/Vendor") and Infosys Limited ("Discloser") to share Confidential Information for the purpose of assessing information and documents shared by Infosys for enhancing quality of the educational experience of students ("Purpose")

AGREEMENT

1. Infosys shall be a Discloser of Confidential Information under this Agreement.

2. Confidential Information means information of Infosys that is not generally known to the public, identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Discloser relating to the Business. Oral, visual or written communication made to each other shall be considered to be Confidential.

3. The Recipient may disclose Confidential Information only to (1) its employees, agents, subcontractors; (2) entities controlled by, under common control or controlling it; (3) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser and (4) those who have an obligation not to further disclose the Confidential Information.

4. The term of this Agreement shall be co-terminus with MOU. The obligations stated in this Agreement shall survive for perpetuity post termination or expiration of this Agreement. Upon the request of the Discloser all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Discloser or destroyed



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by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.

5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Discloser's Confidential Information as it uses with its own Confidential Information and will use the Discloser's Information only for the purpose for which it was disclosed.

6. This Agreement will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the Recipient without any confidentiality obligation, (iii) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; is (iv) is independently developed by the Recipient or (vi) is authorized by the Discloser for release.

7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.

8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.

9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Bangalore, India.

10. Discloser may terminate this Agreement by providing thirty (30) days written notice to the Recipient. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.

12. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors.



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This Agreement is the entire agreement regarding the use and disclosure of Confidential Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original.

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date listed below.

EFFECTIVE DATE: 08 Dec 2021 Vendor:
Signature layan
Name Dr. K. K. Rajan
Title Principal
Date 23.012,202
Infosys Limited
Signature
Name SUNDARKS
Title Associate Vice President
Date <u>Head Campus Connect Education</u> Training & Assessment 44, Electronic City, Hosur Road Bangalore - 560 100. India



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Designation: Associate Vice President &Head-, Campus Connect Education, Training & Assessment Dept., Infosys Ltd.

Designation: Principal

Institute: Viswajyothi College of Engineering & Technology

Signature:

Signature:

Authorized Signatory For Infosys

Seal:

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

Authorized Signatory Dr. K.K. Rajan Principal For Partnerwajyothi College of Engineering & Technology Vazhakulam P.O., Muvattupuzha, Kerala-686 670

Seal:

