

MOU File

### Automation Anywhere Academic Alliance Agreement

This Academic Alliance Agreement ("Agreement"), dated as of 20<sup>th</sup> July, 2022 (the "**Effective Date**"), is entered into by and between Automation Anywhere, Inc., a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A. (hereafter referred to as "**AAI**"), and Ballari Institute of Technology & Management, Ballari, Karnataka, India, a Private Institute located at "Jnana Gangothri" Campus, #873/2, Ballari - Hospet Road, Near Allipura, Ballari - 583 104, (hereafter referred to as "**University**"). University and AAI are hereafter collectively referred to as the "parties".

WHEREAS, AAI is offering the "Automation Anywhere Academic Alliance Program" (the "**Program**"), in which enrolled students of certain universities ("**Students**") may attend a university course (the "**Course**"), taught by a faculty member directly trained and certified by AAI as an AAI trainer ("**Faculty Trainer**") in a classroom enabled with AAI software as an AAI Center of Excellence.

WHEREAS, University is not seeking to prepare Students for certification by AAI on Robotic Process Automation. Should University elect to include certification as part of its Course offering(s) in the future, the parties shall amend this Agreement in writing to incorporate terms governing certification;

WHEREAS, University desires to participate in the Program.

THEREFORE, for good and valuable consideration as set forth below, the parties agree as follows:

#### 1. Definitions.

"**Center of Excellence**" or "**CoE**" means the setup of the Software on University equipment by AAI and provision of Documentation to enable the Faculty Trainer to instruct the Students in the Course.

"**Documentation**" means (a) the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and (b) the training materials that the Faculty Trainer will use in instructing Students as part of the Course, as such Documentation may be updated by AAI from time to time.

"**Software**" means AAI's proprietary software in machine-readable, object code form only, the Documentation, and all modifications made thereto by AAI, and any updates or upgrades that AAI provides to University, in order for University to provide the Course under this Agreement.

"**Use**" means the installation, accessing, displaying, and operation of the AAI Software to automate business processes and tasks.

2. **Roles and Responsibilities.** The parties agree to each undertake and fully perform during the Term the following obligations for the success of the Program, and, except as explicitly stated in Section 2.2, such obligations will be undertaken at the respective party's sole cost and expense:



## 2.1 AAI Responsibilities.

- |  |
|--|
| -Provide courses for University's faculty (at either University's premises or remotely); |
| -Provide e-learning access to those Students enrolled in the Course;                     |
| -Provide the Software under the license terms set forth in Section 3 of this Agreement;  |
| -Work with the University to install the Software and provide Documentation;             |

## 2.2 University Responsibilities.

- |  |
|--|
| - Avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or to the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI products or services that are inconsistent with the materials distributed by AAI in connection with the Program. |
| -Subject to University's request for AAI on-site assistance and subject to University's prior written consent, reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, incurred by AAI representatives who assist on-site at University with setting up the CoE, on-site training of Faculty, and the like.   |
| -Reporting: provide designated AAI contact with number of Students enrolled in each Course (Student names not required) and research uses.   |
| Participate in Academic Alliance Faculty Training Program as per the training availability (one time).   |

## 3. Intellectual Property.

3.1 *Limited Software License.* Subject to the terms and conditions of this Agreement, AAI grants University a limited, non-exclusive, non-transferable, non-production license to Use the Software during the Term only for University's Use for the express purpose of providing the Course to Students in connection with Program. For clarity, University may not Use the Software for its own internal use.

3.2 *Restrictions.* The Software is licensed, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its suppliers. All rights in the Software not expressly granted hereunder are reserved. University shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. University shall not remove any copyright or other proprietary notices contained in the Software. University shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party.

3.3 *Warranty Disclaimer.* AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF





MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### 3.4 *Publicity; Trademarks.*

3.4.1. At AAI's discretion, the parties may issue a joint press release in form and substance reasonably acceptable to each party as promptly as practicable following the Effective Date. Further, AAI may include University's name on list of schools participating in the Program in AAI promotional materials including but not limited to AAI's website.

3.4.2. This Agreement does not grant either party the right to use the other party's trademarks except as set out under this Section 3.4.2. Subject to the parties' respective trademark policies and style guidelines as either posted on the parties' respective websites or available upon the other party's request (which policies and guidelines may be amended from time to time in each respective trademark owner's sole discretion), and the terms and conditions of this Agreement, each party hereby grants to the other a non-exclusive, non-transferable, non-sublicensable, and world-widelicense to use its respective trademarks, wherein AAI grants the foregoing mentioned rights to its marks as identified in Annex B (the "**AAI Marks**") and wherein University grants the foregoing mentioned rights to its marks as identified in Annex C (the "**University Marks**"), during the Term solely in connection with the promotion and advertising of the Courses and Program as more fully set forth in Sections 2.1 and 2.2 under this Agreement.

3.4.3. Each party shall have the right to inspect and approve prior to the other party's use any and all proposed usage of its Marks. Each party will not alter the the other party's Marks in any way, nor will it incorporate, combine, or use the other party's Marks in any manner as part of, or in close proximity to, another company's name, product or service name, logo, slogan, or trademarks without obtaining the prior written approval of the other party.

3.4.4. Each party acknowledges and admits the validity and other party's ownership of all right, title and interest in and to the other party's Marks and all goodwill associated with the other party's Marks, and each party agrees that all use by it of the other party's Marks will inure to the other party's benefit.

#### 4. **Confidentiality**

4.1 *Confidential Information.* "**Confidential Information**" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party and any Feedback regarding the Course, and with respect to any party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.



4.2 *Non-Disclosure and Restrictions on Use.* As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

4.3 *Confidentiality Exceptions.* The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

## 5. Indemnity.

5.1 *Indemnification Obligation.* Each party (the "**Indemnifying Party**") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "**Indemnified Party**"), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights; (c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law (each, a "**Claim**").

5.2 *Indemnification Procedures.* The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party giving the Indemnifying Party prompt written notice of any Claim; (b) the Indemnifying Party having full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party providing assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complying with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them by a court of competent jurisdiction in any Claim under this Section 5; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.





5.3 *Indemnification Limitations for Third Party Infringement Claims.* An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party's technology, products, or services with technology, products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party's technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party's technology, products or services made without Indemnifying Party's express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party's specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.

5.4 THIS SECTION 5 STATES AN INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNIFYING PARTY'S ENTIRE LIABILITY FOR ALL THIRD-PARTY CLAIMS.

## 6. Limitation of Liability

6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF FIFTY THOUSAND DOLLARS (USD \$50,000).

6.2 *Limitation of Liability Exclusions.* The limitations of liability set forth in Section 6.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in Section 4 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

## 7. Term and Termination.

7.1 *Agreement Term.* This Agreement is effective as of the Effective Date for three (3) year period thereafter ("**Term**"). For clarity, the license granted to University in Section 3 will terminate immediately upon termination or expiration of the Term. Prior to the expiration of the Term, the parties may amend this Agreement to extend its term.

7.2 *Termination.* Notwithstanding the foregoing, this Agreement may be terminated (a) by AAI for any reason upon sixty (60) days' notice to University, and (b) either party immediately upon written notice if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.

7.3 *Effect of Termination.* Upon the effective date of termination of this Agreement: (a) University's license to the Software ceases, and University shall immediately remove all copies of the Software from all systems owned or controlled by University. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement.





8. General.

8.1 *Export.* University agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

8.2 *Business Practices.* University will: (a) conduct its business (including, without limitation, performance of its obligations under this Agreement) in a manner that reflects favorably on the goodwill and reputation of AAI; and (b) avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI courses or training certifications, AAI products or services, that are inconsistent with the literature and documentation distributed by AAI.

8.3 *Anti-Corruption.* The parties each represent and warrant that neither it, nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have taken any action, directly or indirectly, that would constitute a violation, or implicate AAI in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("*FCPA*"), and where applicable, any anti-bribery/corruption legislation ("*Anti-Bribery Act*") enacted by countries in which it is incorporated as an entity, including, but not limited to, the country or countries in which it is to perform under this Agreement (collectively, "*Anti-corruption Laws*"). University, and, to its knowledge, its affiliates have conducted their businesses in compliance with such Anti-corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

8.4 *Open-Source Software.* The AAI Software contains open source software ("*OSS*") that is subject to separate licenses. University agrees to comply with the applicable license terms for any such OSS. Neither the OSS nor its applicable license terms shall restrict University's use and enjoyment of the Software, or limit University's rights, benefits or remedies under this CAA. Any such OSS, and the notices, license terms and disclaimers applicable to such OSS shall be identified to University by email, website identification or a notice visible within the Software.

8.5 *Governing Law and Jurisdiction.* This Agreement and all matters relating to this Agreement shall be governed by, and construed in accordance with the following laws:

8.5.1. If University is located outside of the United States, then any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (the "*Rules*"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

8.5.2. If University is located within the United States, then the governing law of this Agreement shall be the substantive law of California. Jurisdiction shall be of the State of California (without giving effect to the choice of law principles thereof). Any action based on



or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in Santa Clara County.

The parties hereby expressly and irrevocably submit to the jurisdiction of the above-referenced courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

8.6 *Injunctive Relief.* The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

8.7 *Force Majeure.* A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

8.8 *Parties' Relationship.* The parties agree that this Agreement is non-exclusive, and no party will be prevented from entering into similar arrangements with other third parties. The parties are independent contractors of each other in the performance of the obligations of this Agreement. Notwithstanding the identification of "Partner" in this Agreement, neither party will be considered the legal partner of the other party in any respect, and nothing in this Agreement or in the performance hereof will create or imply any joint venture, franchisee-franchisor relationship, or principal-agent relationship between the parties. No party will have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

8.9 *Binding Nature; Assignment.* This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that University shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the prior written consent of AAI; any other attempted assignment shall be void.

8.10 *Notices.* Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.



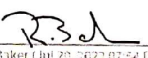
8.11 *Headings.* Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

8.12 *Survival; Interpretation; Severability.* All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement, including without limitation those relating to limitation of liability, and infringement indemnity. Each provision of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*) or otherwise, notwithstanding the failure of the essential purpose of any remedy. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.


8.13 *Entire Agreement; Modification and Waiver.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no other terms or conditions set forth in any other document provided by University shall be part of any this Agreement unless specifically accepted by AAI in writing. No modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

**AUTOMATION ANYWHERE, INC.**

By:   
Name: Bob Baker  
Title: Vice President, Corporate Operations  
Date: 20-Jul-2022

**UNIVERSITY: Ballari Institute of Technology & Management, Ballari.**

By:   
Name: Y. J. Prithvi Raj Bhupal  
Title: Deputy Director  
Date: 20-Jul-2022  
Email: prithviraj@bitm.edu.in





## ANNEX B

### AAI Marks

University may use the below identified mark(s) of AAI:

1. Composite "A-Logo + Automation Anywhere + Go be great" mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561; 5,553,222.



2. Composite "A-Logo + Automation Anywhere + Bot Lab" mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561.



## Agreement of Co-operation

Between

**DLithe Consultancy Services Pvt. Ltd, Bengaluru and Ballari Institute of Technology & Management, Bellary**

This agreement of cooperation is entered into 16<sup>th</sup> September, 2022 by and between

**DLithe Consultancy Services Pvt. Ltd**

A company having its registered office at No. 51, 1<sup>st</sup> Main, 6<sup>th</sup> Block, 3<sup>rd</sup> Phase, 3<sup>rd</sup> Stage,  
Bangalore - 560085

And

**Ballari Institute of Technology & Management, Bellary**

### 1. Recitals:

- DLithe Consultancy Services Pvt. Ltd (DLithe)
- Ballari Institute of Technology & Management (BITM)

The parties have executed an agreement of cooperation in 16<sup>th</sup> September, 2022.

- This agreement shall come onto force with immediate effect for the purpose of exploring the areas of cooperation benefitting both DLithe and BITM.
- The agreement shall terminate by common consent, upon which the areas of cooperation, as set out under the said agreement, shall forthwith cease and all other duties, obligations or rights of the parties under the said agreement shall terminate without prejudice. To the rights accrued and obligations incurred by the parties till the date of termination, which shall remain unaffected.

### 2. Area of cooperation under the agreement:

- DLithe shall depute its employees to conduct special lectures in the emerging areas of IT to BITM.
- BITM shall depute its faculties to DLithe to get on field training in Software Development.
- Faculties of BITM and DLithe employees shall jointly publish research papers in National and International Journals and Conferences.
- Students and faculties of BITM shall undertake Industrial Visits to DLithe.
- DLithe shall help in designing the curriculum as per industry needs.
- BITM and DLithe shall jointly organize / conduct student and faculty workshops / seminars / FDPs and Hackathons.





7. DLithe shall help the students of BITM to undertake project Works, Internships etc.

1) Internship, where the students can work with guidance without affecting the company's business, is offered to students after they pass the rounds of technical interview.

2) Internship, where students need to undergo a fixed duration of training period, will be charged to the students and they need to complete the training at the office in Bangalore, before working on the respective project.

8. BITM shall provide Consultancy Services to DLithe through its faculty in their areas of expertise.

9. DLithe shall extend their services to BITM as and when required.

10. DLithe shall assist BITM in setting up Industry Based Labs, Centre of Excellence etc. in their areas of expertise.

11. BITM shall provide all the necessary facilities such as Computer Lab, Internet, Class Room and Seminar Room etc. to carry out the above assignments.

12. Provide platform to students to showcase the project outcome

13. Enable Entrepreneurship skills, Design Thinking, Research

### 3. Intellectual Property Rights:

1. Ideas/Product generated through BITM-BRICS; IP rights will belong to BITM-BRICS

2. Ideas/Product generated through DLithe, IP rights will belong to DLithe

4. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement either directly or indirectly in any form whatsoever.

5. Neither this agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

6. Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without the other party's prior written consent as to such release or announcement.

7. This agreement may not be amended without the prior written consent of both the parties. This agreement shall be effective for three years from September, 2022

8. This agreement can be renewed based on mutual convenience.





Basavarajeswari Group of Institutions  
ಬಳ್ಳಾರಿ ಇನ್‌ಸ್ಟಿಟ್ಯೂಟ್ ಆಫ್ ಟೆಕ್ನಾಲಜಿ & ಮ್ಯಾನೇಜ್‌ಮೆಂಟ್, ಬಳ್ಳಾರಿ.  
**BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT**

Autonomous Institute under Visvesvaraya Technological University, Belagavi.

(Recognised by Government of Karnataka & AICTE, New Delhi)

Ph : 08392-237167/153, Principal : 99024-99388, e-mail : bitmbly@gmail.com, principal@bitm.edu.in, web : www.bitm.edu.in



"Jnana Gangotri" Campus, #873/2, Ballari-Hosapete Road, Near Allipur, Ballari-583104. Karnataka State, India.

9. **Termination:** Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of two months to the other.

10. **Notices:** All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To: DLithe Consultancy Services Pvt. Ltd  
No. 51, 1<sup>st</sup> Main, 6<sup>th</sup> Block, 3<sup>rd</sup> Phase,  
3<sup>rd</sup> Stage, Banashankari,  
Bangalore - 560085

To

Mr. Prithviraj Bhupal Y J,  
Deputy Director,  
Ballari Institute of Technology & Management

11. All notices, requests, demand and other communications given or made in accordance with the provisions of this agreement shall be in writing by letter, emails.

12. **Indemnity:** Each of the parties shall defend indemnity and hold the other party harmless from and against any claim, liability, loss costs or expenses arising out of or resulting from the material breach of the provision therein.

IN WITNESS WHEREOF THE parties have set their hands here to on the day and the year first herein above written under their respective seal of office.

Any legal disputes that arises will come under Bellary Jurisdiction only.

Mr. Arun V Rajpurohit

*Arun*

Director  
DLithe Consultancy Services Pvt. Ltd

**DLithe**<sup>TM</sup>  
Be Agile. Be in Demand



Mr. Prithviraj Bhupal Y J

*Prithviraj Bhupal Y J*

Deputy Director  
Ballari Institute of Technology & Management  
Bellary

Deputy Director  
Ballari Institute of Technology & Management



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT – INDIA**  
**AND**  
**DR. SOETOMO UNIVERSITY - INDONESIA**

Ballari Institute of Technology and Management, Ballari, India and Dr. Soetomo University, Surabaya, East Java, (collectively referred to herein as the "parties") agree to cooperate on academic programs based on the principles of equality and reciprocity, fairness and voluntariness, as well as honesty and faithfulness, and to abide by the laws and regulations of the Republic of Indonesia and of the Republic of India.

This MOU aims at reaching mutual understanding and promoting scholar and student exchanges, and sharing of academic information and material. UNISOTOMO and BITM agree to establish formal communicative and cooperative relations and agree on the following items:

1. Both parties agree to promote the following exchange programs based on their respective academic and educational needs.
  - a. Faculty Exchange, including visiting scholars, exchange teachers, and researchers
  - b. Student Exchange, including long-term and short-term exchange students
  - c. Sharing of Academic information and materials
  - d. Sharing of joint research programs and research achievements
  - e. Joint training programs
  - f. Jointly-sponsored conferences or forums
  - g. Other international cooperative and exchange programs that may be agreed upon by both parties
2. The implementation of each program of this MOU shall be negotiated and agreed upon in a separate agreement of implementation made between the parties for each specific case. For issues not stipulated in the MOU, the Parties may signed a supplemental agreement (annex), which then would form a part of this MOU.
3. The full autonomy of either party shall not be diminished, nor shall any constraints be imposed on carrying out this MOU.

4. This MOU shall be in force for five years, and shall be subject to revision or extension by mutual agreement. This MOU may be terminated by either party by written notice of no less than six months prior to desire termination date. Upon termination or expiration, the provisions of all agreement of implementation documents shall continue to apply to the extent necessary to secure the implementation activities and the honors commitment made to students.
5. This MOU is written in English, and shall come into effect from the last date of signing. Each university shall retain one copy with both signatures



Dr. Yaswanth Bhupal  
Managing Trustee and Director BITM  
Date. 18<sup>th</sup> November, 2020  
Managing Trustee  
Tungabhadra Education Health  
& Rural Development Trust (R)  
BELLARY.



Dr. Bahrul Amiq, S.H., M.H.  
Rector, Dr. Soetomo University  
Date \_\_<sup>th</sup> November, 2020





# Memorandum of Understanding

Between

**Embware Labs Pvt Ltd**

No.B67/1, K.H.B. Colony, Heggeri Extension, Old Hubli, Hubli KA

580024 IN (Partner)

And

**Ballari Institute of Technology & Management**

Jnana Gangothri Campus, #873/2, Ballari – Hosapete Road, Allipur,

Ballari (Partner)

This Memorandum of Understanding (MOU) sets for the terms and comprehension amongst Embware Labs Pvt. Ltd. (Partner) and Ballari Institute of Technology & Management. to establish IPR cell and Activities.

The main party is and will be spoken with Managing Director, Embware Labs Pvt. Ltd. Ltd and the second party by Chairman of Ballari Institute of Technology & Management, Ballari.

While the two gatherings in this update of comprehension have mutually assented to start program tending to inquire about ventures, joint efforts, consultancy, IP rights and different exercises of concern and advantage to every one of the partners.

## Purpose

The motivation behind this Memorandum of Understanding ("MOU") is to set up methods for overseeing conflict(s) of intrigue related with Agreement(s) for innovative work identifying with innovation, projects, collaborations, consultancy, establishing IPR cell & IP rights went into amongst.

  
Chairman & Director,  
Ballari Institute of Technology & Management,  
BELLARY

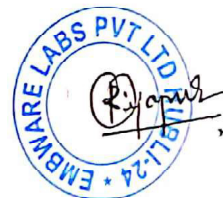




IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **Collaborations:** Embware Labs Pvt. Ltd. will collaborate with Ballari Institute of Technology & Management. By establishing Research and Innovation lab or center in Ballari Institute of Technology & Management, keeping in mind the end goal to complete joint/Individual research and Innovations, as far as Projects, Product development, Manufacturing/Production and Marketing and Client coordinated project efforts. Sub supporting MOU/Agreements will be drafted between both marked experts so as to bring financials into help amid time of execution of nature of collaboration oriented task.
2. **Consultancy:** Embware Labs Pvt. Ltd. will connect with its tasks with Ballari Institute of Technology & Management. Regarding consultancy by implies in which proficient action identified with the Organizations field or discipline, where an expense for-administration or proportionate association with an outsider exists. Nature of Consultancy could be Individual or joint in nature between the two Organizations leading in establishment of building up relations and carryout consultancy projects with Educational, research organizations, corporate sectors, Individual Clint ventures. Financials supporting to nature of consultancy work will be drafted with sub supporting MOU/Agreement at the season of execution of task as supporting archive to the present MOU.
3. **Research Projects:** Embware Labs Pvt. Ltd. will interface with its errands with Ballari Institute of Technology & Management. Trust it to be commonly helpful to build up a relationship for proceeded with improvement of Inventions and Innovations that is the result of joint research and is authorized by joint program according to the License (hereinafter the "Research Contract"). Embware Labs Pvt. Ltd. will associate with its errands with Ballari Institute of Technology & Management, have entered/will enter cost reimbursement Research Contract for the examination/improvement of new edge cutting innovations (the "Research Contract"). But as indicated in this, the terms and states of such Cost Reimbursement Research Contract will represent the Research Project. A copy of the Research Contract will be marked between the two substances at the season of its initiation.

  
Chairman & Director,  
Ballari Institute of Technology & Management,  
BALLARI





4. **Intellectual Property:** Embware Labs Pvt. Ltd. will associate with its assignments with Ballari Institute of Technology & Management. As far as completing joint, Individual and consultancy in drafting and recording support in Intellectual Property rights, (for example, Patents, Copyrights, Trademarks and Designs, semiconductor format outlines) .

Embware Labs Pvt. Ltd. consents to recognize any Background Technology preceding the beginning of joint, Individual and consultancy Research Projects. In the occasion with Ballari Institute of Technology & Management and adds to the improvement of such licensed innovation rights filings, upon ask. Anyway the financials engaged with the idea of the IP drafting and filings for joint, Individual and consultancy sorts of work will be drafted with sub supporting MOU/Agreement at the period of execution of errand as supporting archive to the present MOU.

Embware Labs Pvt. Ltd associates with Ballari Institute of Technology & Management in establishing IPR consultancy cell in the institution premises in support to above said Point of interests  
/assignments of MOU.

Resolutions and terms of condition for nature of commonly consented program having a tendency to ask about Collaborations, consultancy, Research Projects and IP rights started with Individual, Joint, and Through outsider endeavors will be drafted through supporting sub MOUs/Agreements as a document to introduce MOU in light of shared discourses

This MOU is at-will and may be modified by mutual consent of authorized officials from Embware Labs Pvt. Ltd and Ballari Institute of Technology & Management. This MOU shall become effective upon signature by the authorized officials from the Embware Labs Pvt. Ltd and Ballari Institute of Technology & Management and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Embware Labs Pvt. Ltd and Ballari Institute of Technology & Management this MOU shall end on 31.07.2023 and extendable on mutual terms and conditions.

  
Chairman & Director,  
Ballari Institute of Technology & Management,  
BELLARY



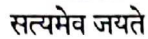
  
1/08/2018

Mr. Praveen V. Vijapur  
Director , Embware Labs Pvt Ltd  
#B 67/1 H.H.B. Colony Heggeri , Ext. Old Hubli , Hubli-580024  
Mob:7795513773 Email:info@embwarelabs.com



  
Chairman & Director,  
Ballari Institute of Technology & Management,  
BELLARY.

Dr. Yashvanth Bhupal  
Chairman & Director  
Ballari Institute of Technology & Management,  
Jnana Gangothri Campus, #873/2, Ballari – Hosapete Road, Alipur, Ballari  
Telephone: 9900559311, 9900559312 E-mail: bitmbly@gmail.com

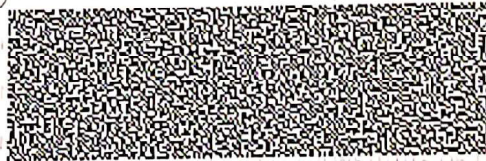


**Government of Karnataka**

**e-Stamp**

Certificate No.	: IN-KA69236540975354V
Certificate Issued Date	: 23-May-2023 01:36 PM
Account Reference	: NONACC (FI)/ kacrsf108/ BELLARY1/ KA-BY
Unique Doc. Reference	: SUBIN-KAKACRSFL0819171489851399V
Purchased by	: BELLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT BLY
Description of Document	: Article 37 Note or Memorandum
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BELLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT BLY
Second Party	: GENERAL AERONAUTICS PVT LTD BENGALURU
Stamp Duty Paid By	: BELLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT BLY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

Authorised Signatory.  
VARADAVINAYAKA CREDIT  
SAHAKARA SANGHA NIYAMITHA  
BALLARI.



Please write or type below this line

## **Memorandum of Understanding (MoU)**

- 1. BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT(BITM),  
BALLARI**
- &**
- 2. GENERAL AERONAUTICS PRIVATE LIMITED – BENGALURU**

**Statutory Alert:**

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



## OPERATIONS FACILITY SETUP & SUPPORT AGREEMENT

This OPERATIONS FACILITY setup & Support Agreement (**hereinafter "The Agreement"**) is made at BALLARI on this 23.05.2023 ("Effective date") by and between

**BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT, BALLARI** an Autonomous Institute under Visvesvaraya Technological University, Belagavi which is recognized by AICTE & University Grants Commission -New Delhi, (hereinafter referred to as the "Educational Institution", which expression shall include its successors, affiliates and permitted assigns & body corporate) of the FIRST PARTY represented by its Authorized Person.

**AND**

**GENERAL AERONAUTICS PRIVATE LIMITED**, duly incorporated under the Companies Act, 2013 and its registered office at NED 3/401, Shriram Spandana, Off Wind Tunnel Road, Challaghatta, Bangalore 560037 (hereinafter referred to as "the Company" which expression shall mean and include its successors-in-business and permitted assigns) duly represented by **Abhishek Burman, Founder Director and CEO** being the duly authorized representative, of the SECOND PARTY;

The above entities are referred to as the "**PARTY**" individually or "**PARTIES**" collectively, as the context may demand.

**WHEREAS,**

- a. WHEREAS BITM - BALLARI is employing highly qualified, trained, and established Skilled & Scientific personal with knowledge and expertise in Artificial Intelligence & Machine Learning, Data Science, Computer Science & Engg., Electronics & Communications Engg., Electrical & Electronics Engineering, Mechanical Engineering, Civil Engineering and Management in Business Administration. The institution also has sister concerned institutions namely Sanjay Gandhi Polytechnic, providing Diploma courses and Ballari Private Industrial Training Institute, providing ITI & skilled courses.
- b. WHEREAS General Aeronautics Private Limited (GAPL/Company) is a startup registered with Department of Industrial Policy & Promotion and under 'Karnataka Startup Cell', Directorate of information Technology & Biotechnology, Government of Karnataka. GAPL is incubated in Indian Institute of Science and has its office at F-86, First Floor, ITI Vinyas Building, ITI Campus, Doorvaninagar, KR Puram, Bangalore -560097.

- c. As part of the assistance offered to the Company, the Parties hereto sign this contract for the provision of incubation services, including the provision of office accommodation and related services to the Company and accordingly the Parties wish to enter into this binding Agreement/MOU.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1 "Act" shall mean the Companies Act, 1956 and all amendments made thereto.
- 1.2 "Assets" shall mean and include without limitation the personal computers, internet connectivity, telephone connectivity, furniture, air-conditioning, and all other facilities that may be provided to the Company by **BITM-BALLARI**, under this Agreement, and as more fully described in Schedule hereto.
- 1.3 "Technology Incubator" shall mean Incubator facilities provided by **BITM-BALLARI** as more fully described in Schedule I hereto which the Company is permitted to utilize for a period of the Term Period from the date of this agreement to enable the Company to carry out its activities.
- 1.4 "Business Plans" shall mean plans submitted by the Company to **BITM-BALLARI** and as relating to the Project to be undertaken in the OPERATIONS FACILITY and shall further mean and include any amendments made thereto by the Company and accepted by **BITM-BALLARI**.
- 1.5 "Term" shall mean collectively the period of **24 months** from the date of the Company entering the HANGAR setup, the initial term, and all extensions thereof as may be agreed to mutually or as contemplated within this Agreement.
- 1.6 "Services" shall mean the services to be provided by **BITM-BALLARI** to the Company under this Agreement in the form Assets and OPERATIONS FACILITY, as more fully described in Annexure hereto;
- 1.7 "Chief Investigator" shall mean the individual(s) listed on Project/ employed by the University/Company, with primary responsibility for conducting and supervising the Project.

## **2. SERVICES:**

- 2.1) **BITM-BALLARI** shall offer to the Company Services as detailed below on the terms, conditions, and stipulations herein for the duration of the Term for purposes of enabling the Company to carry on its technical and business activities.
- 2.3) The Company hereby further agrees and acknowledges that **BITM-BALLARI** in providing the Services to the Company does not transfer any rights of possession or ownership in either the OPERATIONS FACILITY or the Assets to the Company.



2.4) The Company shall be entitled to enter and use the OPERATIONS FACILITY setup on a leave and license basis and at any time during the Term, at the sole discretion of the BITM-BALLARI, the Company shall enter into leave and license agreement with the BITM-BALLARI in respect of the OPERATIONS FACILITY and upon such terms and conditions that BITM-BALLARI shall require. The Company shall procure all its business licenses for the incubator being used herein.

### **3 USE OF THE SERVICES**

3.1) The Company shall use the OPERATIONS FACILITY and the Assets only for its project and for the duration of the Term.

3.2) Only Company officers, employees and its consultants authorized by **BITM-BALLARI** shall use the OPERATIONS FACILITY or Assets. The service providers of the company who may be third parties shall be allowed the access to the OPERATIONS FACILITY and the assets.

3.3) The Company shall ensure that it allows only authorized persons to enter or use the Technology incubator and shall comply with all laws, ordinances, rules and orders of PU.

3.4) The Infrastructure space provided by BITM-BALLARI shall be an exclusive demarcated area for dedicated use by the Company for its operations which would include shared facilities like Office area, Flight Test ground, Employee seating area etc.

3.5) The OPERATIONS FACILITY Services shall be billed as per the scheme of incubation and all other metered consumptions such as electricity, internet, telephones, water etc. billable on a pro-rated basis. The Company shall be liable to pay all the above charges to the concerned authorities.

3.6) **BITM-BALLARI** shall ensure that all minor repairs and replacements with respect to the Assets and Technology incubator are done at its own cost.

3.7) The Company shall be entitled to make minor and temporary alterations to the OPERATIONS FACILITY with the written consent of BITM-BALLARI, provided the same does not materially alter the structure of the Technology incubator and provided further that the Company shall restore the Technology incubator to the original condition upon its exit from the OPERATIONS FACILITY for whatever reason.

3.8) The Company shall permit authorized representatives of OPERATIONS FACILITY at all reasonable times during the Term to enter the OPERATIONS FACILITY for purposes of inspection with a prior notice of at least one business day.

3.9) The Company shall not use the OPERATIONS FACILITY for any purpose other than as permitted and shall further ensure that it does not store any dangerous material, prohibited substances etc. and shall not carry out any immoral or illegal activities in the OPERATIONS FACILITY and at the premises belonging to BITM-BALLARI. The Company shall not undertake any new line of business or activities without the prior



written approval of **BITM-BALLARI**. However, it is expressly permitted that drone parts such as batteries and other equipment is allowed to be kept at the OPERATIONS FACILITY.

3.10) In the event that BITM-BALLARI transfers, alienates, encumbers, or otherwise disposes of or deals with the OPERATIONS FACILITY during the Term, BITM-BALLARI shall advise the Company about the same in writing and BITM-BALLARI shall ensure that the future owner or successor-in-title to the Technology incubator agrees to be bound by the terms of this Agreement insofar as they relate to the use of the OPERATIONS FACILITY setup by the Company.

3.11) The Company shall not be entitled to transfer all or any of its rights or benefits enjoyed by it under this Agreement to any third party.

3.12) In case of failure or malfunctioning of any of the Assets, the Company shall intimate the same within three (3) days of the detection of the malfunction, and BITM-BALLARI shall make all reasonable attempts to remedy the malfunction within two working days of being notified of the same, provided that the performance of its obligations under this Article are subject to the availability of the necessary supplies being available and the non-occurrence of a Force Majeure event. BITM-BALLARI shall be liable for any losses incurred by the Company, whether directly or indirectly, resulting from any inability to fulfill obligations under this Article.

3.13) The Company shall be holding the IP rights of the UAV or drone in terms of software & Hardware which are proprietary technology.

3.14) Use of open ground as a test field allocated by the University for the Company shall be used specifically for UAV or drone test field. The standard operating procedures shall be followed during the test flights within that premises and utmost care shall be liability by the University & Company for maintaining the safe operation.

3.15) The Company shall handover the possession of the said premises to BITM-BALLARI on the expiry of the term of this Agreement or in the event of premature termination, in the same state and condition as on the date of occupation and replace any articles that may be destroyed, broken or lost during the occupation by articles of a like kind and of equal value.

3.16) "Chief Investigator of BITM -BALLARI" shall mean the individual(s) listed on Project/ employed by the BITM-BALLARI, with primary responsibility for conducting and supervising the Project.

3.17) The Roles and Responsibilities of both the parties are as follows:

Organization Responsible	Roles & Responsibilities
<b>BITM-BALLARI</b>	<ul style="list-style-type: none"> <li>• BITM-BALLARI shall provide Deployment model &amp; Operation optimization to make this technology affordable in your cluster.</li> <li>• Adopt Technology for improving the agriculture efficiency.</li> <li>• Adopt advanced BMS (Battery Management System) for Drones.</li> <li>• Creating Awareness among farmers on the use of advanced technologies in agriculture.</li> <li>• Grant access for the Institutional resources.</li> <li>• Designated field for Flight Test activities.</li> </ul>
<b>GA</b>	<ul style="list-style-type: none"> <li>• GA shall setup infrastructure for drone operations &amp; after-sales support</li> <li>• GA shall provide the training to the personnel.</li> <li>• GA shall provide curated internship program for BITM-BALLARI, Sanjay Gandhi Polytechnic and Ballari Private Industrial Training Institute students towards industry exposure.</li> <li>• GA shall facilitate Industrial Visit to GA production facility at Bengaluru.</li> <li>• GA will provide Certification courses and also help in augmenting drone technology content in the institution curriculum.</li> <li>• GA will provide placements for BITM – Ballari, Sanjay Gandhi Polytechnic &amp; Ballari Private Industrial Training Institute students.</li> <li>• GA shall set up the assembly facility in due course of time.</li> </ul>

#### 4. TERM AND TERMINATION

4.1) The Company undertakes to obtain from BITM-BALLARI and BITM-BALLARI undertakes to provide to the Company, the Services for the entire duration of the Term, the initial Term subject to the Company not committing any breach of the terms and conditions of the Agreement.

4.2) At the end of the initial Term, if BITM-BALLARI is of the opinion that the Company requires the Services for a longer period, the Initial Term of 24 months shall be extended for further such periods of six months and each such extension hereinafter referred to as an "Extension", and upon such terms and conditions as may be stipulated at the sole discretion of BITM-Ballari subject to acceptance by the Company.

4.3) If the Company does not pay all charges regularly on due dates, or commits any default to observe or perform any of the terms hereto agreed, the BITM-BALLARI hereby reserves the right to terminate the Agreement hereto and take over possession of the schedule premises (Premature Termination).

4.4) The Company shall however, have the liberty to vacate the premises or a part thereof at any time during the period of the Agreement by giving two months' notice in writing (Premature Termination).



## 5 APPLICABLE LAW & DISPUTE RESOLUTION

This Agreement shall be construed, interpreted, and governed by the laws of India. any dispute between the parties shall be settled by the mutual discussions between the senior management of both sides and if resolution is not reached then courts at Ballari shall have exclusive jurisdiction over the dispute.

## 6. MISCELLANEOUS

**6.1) Entire Agreement.** This Agreement sets forth the complete agreement of the parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered as any part hereof. No amendment or change in any of the terms hereof subsequent to the execution hereof shall have any force or effect unless agreed to in writing by duly authorized representatives of the parties.

**6.2) Confidential:** The terms of this Agreement and the existence of this Agreement are considered confidential and, except as required by law, shall not be disclosed to any party other than the two participating PARTIES without the prior express written consent of the PARTIES.

**6.3) Use of Names:** A party must not use the name, trademarks or logos of the other party without that other party's prior written consent. Any consent required may be given, withheld or made subject to conditions in the relevant party's sole and unfettered discretion. If seeking consent under this clause, a party must provide written details of the proposed use of the other party's name, trademarks or corporate logos to the other party.

**6.4) Severability:** Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then:

(a) such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance therewith the legislation or law; but

(b) if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.

**6.5) Independent Contractor:** For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action, which shall be binding on the other party, except as be explicitly provided for herein or authorized by the other party in writing.



**6.6) Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

**6.7) Agreement Executed in Duplicate:** This Agreement is executed in duplicate and one copy will remain with each of the parties hereto and each such copy shall be deemed to be original.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this agreement by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Effective Date.

For BITM-BALLARI

Name: Mr. Y. J. Prithviraj Bhupal



Title: Deputy Director

Date: 23.05.2023

Deputy Director  
Ballari Institute of technology & Management  
Witness Bellary

1) Dr. V. C. Patil

Name: Dr. V. C. Patil, DEAN R & D,  
Address: BITM - Ballari

For Company

Name: Abhishek Burman  
represented by Mr. Antony Regesh

Title: CEO, Director

Date: 23.05.2023





## Memorandum of Understanding

This **Memorandum of Understanding** is being signed between Harita Techserv Private Ltd, Arihant E Square, 9<sup>th</sup> Floor, Lattice Bridge Road, Adyar, Chennai 600 020 and **Ballari Institute of Technology and Management, Bellary** on 30<sup>th</sup> May 2020.

This MOU is valid for a period of 5 years from the date of signing subject to Annual Audit from Harita

Under this MOU the following activities will be carried out

1. Harita Techserv Pvt Ltd will visit the college campus and shortlist prospective students in Mechanical/Automobile Engineering based on their interest in attending the Engineering Design Course conceptualized and designed by Harita Techserv Pvt Ltd.
2. The college has already had various CAD/ CAE Software as given below which were supplied by Harita Techserv Pvt Ltd few years back. The software are listed below.
  - a. CATIA V5/CATIA V6/3DXPERIENCE
  - b. Siemens NX
3. After shortlisting the students Harita will conduct an Aptitude, Attitude and a Technical Test to evaluate the students.
4. Based on the evaluation students will be asked to enroll themselves for the course. The course fee, the duration of the course will be communicated after the evaluation is completed.
5. The payment towards the training can be paid directly by students to Harita or collected by the college and paid to Harita Techserv Pvt Ltd.
6. The students will then be trained by Harita Techserv Pvt Ltd as per the course content and practical hands-on tests/mini projects.
7. There will be a final evaluation of the students after they complete the course successfully.
8. The trained students who are selected will be offered as Trainee Design Engineers on the rolls of Harita Techserv Private Ltd.





**Harita Techserv Private Limited**

(Formerly Harita Techserv Limited)

"Arihant E-Park" No.117/1, 9th Floor, L.B.Road, Adyar,  
Chennai - 600 020 Tamilnadu, India.

Tel : +91-44-4741 9983

9. The ideal batch size that would optimize the training will be 20 to 25 students and we shall recruit at least 15 Students from the trained batch.
10. The starting salary will be in the range of 2.5 Lacs Rupees to 3 Lacs Rupees based on the evaluation and location that they will be deployed.
11. The students who are taken on the rolls of Harita Techserv Pvt Ltd will be required to execute a bond for a period of 1 year.
12. The college should provide the necessary infrastructure such as class room, lab facility, and staying accommodation for the trainer deputed by Harita Techserv Pvt Ltd

This MOU can be terminated by both sides with a notice of 60 days from either side  
In case of any dispute the arbitration would be at the courts in Chennai

For Harita Techserv Private Limited

R. Shankarnarayanan  
Chief Operating Officer  
Authorized Signatory



For Ballari Institute of Technology

Dy. Director,  
Ballari Institute of Technology & Management,  
BELLARY.

Authorized Signatory

Registered office :  
No.249A, Ambujammal Street, Off TTK Road,  
Alwarpet, Chennai - 600 018,  
Tel. : +91 44 4295 4800

GSTIN : 33AAACH2489K1ZG  
MSME UAN : TN02E0017467  
CIN : U30006TN1996PTC035418  
Mail : info@harita.co.in

[www.harita.in](http://www.harita.in)





## SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into on 25<sup>th</sup> Oct 2021

### BY AND BETWEEN

HireMee, unit of KAAMServices Pvt Ltd incorporated under the [Indian] Companies Act, 2013, having its registered office at No-483, Seetha Complex, 16<sup>th</sup> Cross, 8<sup>th</sup> Main Road, RR Nagar, Bangalore – 560098 (hereinafter referred to as 'HireMee', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

### AND

● Ballari Institute of Technology and Management located at Jnana Gangothri Campus, Hospet Road, Near Allipur, Ballari, Karnataka (hereinafter referred to as 'User', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

HireMee and User are hereinafter collectively referred to as "the Parties" and severally as "Party".

WHEREAS HireMee has developed a program to empower the students from the colleges across India with employability skills by providing relevant content, recommendations, evaluation and mentoring, subject to the job aspirants; as per details provided in services section.

WHEREAS User is a College desirous of using the services of HireMee as described hereunder to fulfil the job aspirations of students, on the terms agreed and contained herein;

WHEREAS the User benefits from HireMee's solution (Namely HireMee Gold) as it helps in securing a job.

● NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

## 1. SERVICE DETAILS

The details of the services provided by HireMee are listed below ("Service"):

- a. Profile Creation
- b. Video profile
- c. Diagnostic Assessment
- d. Analytics Report
- e. Learning Track and the assessment
- f. Dashboard
- g. Final Assessment
- h. Digital Profile
- i. DIY Track

## 2. COMMERCIALS

2.1 The User agrees to pay a Rs. 600/- Inclusive of Taxes per Student per academic year for using HireMee Gold services.

2.2 Fees shall be paid in Advance by the User.

2.3 Advance Payment will be paid in the day of signing a MoU with Ballari Institute of Technology and Management.

## 3. HireMee's OBLIGATION

HireMee shall

- a. Provide Login Credentials to the User
- b. Provide Diagnostics assessment and final assessment on different parameters like Verbal, Logical, Quantitative Aptitude, Psychometric, Communications, Computers and Core Technical (core subject)
- c. Provide appropriate learning tracks for students
- d. Conduct mentorship webinars
- e. HireMee does not guarantee any placement or job
- f. HireMee will showcase the scores to Corporates on best effort basis. However, short-listing will be done by the respective corporates.
- g. Final assessment scores provided by HireMee will be valid for a period of one (1) year.

#### **4. TERM AND TERMINATION**

4.1 This Agreement will be in force for an initial period of Three (3) years from the Effective Date and expires on < 25<sup>th</sup> Oct 2024>. Upon expiry of the initial Term, this Agreement shall stand renewed automatically for a further period of one(1) year (Renewed Term), unless terminated by either Party to this Agreement by giving one (1) month advance notice to the other Party.

4.2 Either Party may terminate this agreement wholly or in part at any time without providing any reasons after giving prior written notice of Thirty (30) days to the other Party.

4.3 In the event of termination of this Agreement, either Party shall ensure that any confidential information, data, assets, documents, etc., belonging to the other Party which is in its possession, shall be either returned or destroyed or deleted from its systems, as instructed in writing by the other Party. This shall be followed by a written confirmation of destruction or deletion duly signed by an authorized official of such Party.

#### **5. DATA PROTECTION & COMPLIANCE WITH PRIVACY LAWS**

HireMee agrees that it will fix any vulnerability found in software and would promptly notify the User if it learns of a security breach or unauthorized access related to the service. User ID and Password would be provided only to the authorized User. HireMee agrees to restrict User id and password to the student/college concerned only. HireMee agrees that it will maintain the confidentiality of any information that HireMee has access to pursuant to the service engagement and the information shall be restricted to use explicitly for internal use if required. HireMee will neither sell nor share any confidential information of the User with third parties not involved in training and hiring. HireMee will not use the Confidential Information for any purpose other than the purpose for which such information is provided.

#### **6. USER'S OBLIGATION**

- a) The user has to register college on HireMee's website within 7 days of signing the agreement.
- b) User shall ensure submission of users' data online on HireMee's website i.e. [www.hiremee.co.in](http://www.hiremee.co.in) for registration and also provide the list of students who have opted for HireMee Gold Service.
- c) Users' data shall include User name, contact details etc. Inability of User to register and verify the user's data shall not entitle the users in availing the services under this Agreement. User shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the [www.hiremee.co.in](http://www.hiremee.co.in) website.



- d) The User shall be responsible to download the HireMee's mobile app.
- e) The User shall ensure the necessary payment for the services rendered from HireMee.
- f) This service is neither resalable nor transferable by the subscriber to any other person, corporate body, firm or individual.
- g) Engaging in any conduct prohibited by law or usage of services in any manner so as to impair the interests and functioning of HireMee or its users may result in withdrawal of service.

## **7. GOVERNING LAW AND ARBITRATION**

This Agreement will be governed by all applicable laws of India. In case of any dispute, controversy or claim, the Parties agree to resolve the same within thirty (30) days through negotiation by senior level managers of HireMee and User, before initiating any legal proceeding. All disputes arising out of this Agreement, which cannot be settled through mutual discussion, shall be referred to arbitration and decided finally in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto by Sole Arbitrator nominated by the First Party. The dispute resolution process shall be initiated by a Party through written notice of the dispute being delivered to the other Party. The award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Bangalore. The arbitration proceedings shall be conducted in the English language. Execution of the arbitral award shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY PROVISION OF THIS AGREEMENT.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN UNDER THIS AGREEMENT, USER'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY THE USER TO HireMee UNDER THIS AGREEMENT.

THE PARTIES AGREE AND UNDERTAKE THAT THERE SHALL BE NO LIMITATION OF LIABILITY IN RESPECT OF BREACH OF THE PROVISIONS OF THIS AGREEMENT IN RESPECT OF FRAUD, CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS, INDEMNITY, DATA PROTECTION, PRIVACY, INJURY TO PERSON OR DEATH IN THE COURSE OF PROVIDING SERVICES TO THE USER.

## 9. MISCELLANEOUS

**9.1 Entire Agreement:** This Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto. Subsequent schedules or addendums can be added on mutual agreement and will be considered as part of this Agreement. Parties mutually agree that in case of any conflict between the terms and conditions of this Agreement and terms and conditions of any Service Details executed under this Agreement, the terms and conditions of this Agreement shall supersede and prevail over such Service Detail/s.

**9.2 Notices:** Any notices under this Agreement will be sent by registered post acknowledgement due, to the respective address of Parties as contained in this Agreement, or to any other address subsequently communicated in writing by a Party and served to the other Party in the manner specified herein.

**9.3 Publication:** The User hereby expressly agrees that HireMee can use the results of assessments for internal analysis for betterment of the platform/offering.

**9.4 Branding** – HireMee would use the User's Name and Logo for Branding and Marketing purpose.

**9.5 Uptime** – HireMee will endeavor to maintain its hiremee.co.in website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the User in providing the Service; bring- downs in the ordinary course that are necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond HireMee's reasonable control.

**9.6 Intellectual Property Rights** – This Agreement will not be construed to grant any licence with respect to the Intellectual Property of one Party to the other Party. Each Party will own and retain all of its right, title, and interest in and relating to its Intellectual Property. Each Party agrees that any proprietary rights whatsoever, including but not limited to, patents, copyright, knowhow and design rights of all works of a Party exposed to the other Party during or as a consequence of provision/use of Services, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program,



documentation, confidential information, copyright work or other material shall vest with the Party owning the IPR absolutely.

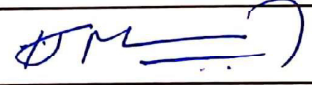
9.7 Disclaimer—(a) HireMee is not the authorized publisher of any kind of learning material for placement preparation. (b) HireMee has collected these materials from the sources available on internet which can be circulated to public. (c) HireMee does not promote any external service.

9.8 This Agreement is on a principal-to-principal basis between the Parties hereto. The Parties understand that this Agreement does not create and shall not be deemed to have created any partnership, joint venture, employer-employee or a principal agent relationship between the HireMee and User. Either Party shall not be entitled to, by act, word, and deed or otherwise to make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent to the other. Both Parties are and shall always be and remain independent entities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF HIREMEE GOLD:

SIGNED BY/ ON BEHALF OF USER:

Signature :	Signature : 
Name : Girish Rai D	Name : PRITHVI RAJ BHUPAL
Designation : Regional Manager	Designation: DEPUTY DIRECTOR
Date : 25 <sup>th</sup> Oct 2021	Date : 26/10/2021
Email : girish.r@hiremee.co.in	Email : PRITHVI RAJ@BITM.EDU.IN

The person listed above is authorized to sign for our organization.

Deputy Director  
Ballari Institute of Technology & Management  
Bellary

## Honeywell Center Of Excellence

Jakaula M S <Jakaula@ictacademy.in>

Tue 11/22/2022 2:23 PM

To: Mr. Sham R.K <sham@bitm.edu.in>

Cc: Prithviraj Y J <prithviraj@bitm.edu.in>; Principal <principal@bitm.edu.in>

2 attachments (147 KB)

Enrollment Sheet HW.xlsx; EOI - HW - WE - DA.pdf;

**Dear Sir / Madam,**

Greetings from ICT Academy!

ICT Academy is an initiative of the Government of India in collaboration with the State Government of Tamil Nadu and Industries. ICT Academy is a Not for Profit Society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavors to train the higher education teachers and students thereby exercises on developing the next generation of teachers and industry-ready students.

ICT Academy in its endeavour to create a new generation talent pool has been working all along with Government Departments and Corporates in initiating Skill Development Training Programs for the youth in various sectors.

Honeywell has inked a MoU with ICT Academy to implement its CSR initiative across states in India to skill graduating final year students on Advanced IT Skills. Honeywell seeing abundant job opportunities available for the youth in the IT & ITES industry, has initiated to skill the graduating final year students from the rural and low-income family groups, thus helping them build their socio-economic levels. The objective is to skill the student youth and prepare them to be deployable resources.

ICT Academy through its Institutional tie-ups for skilling youth has taken up the responsibility to implement the initiative. We request the Institution to facilitate the students to make use of this opportunity and nominate 110 girl students for the training. The features of the training are given below.

### Salient features of the Training Program

- Establishing a Centre of Excellence (COE) under the CSR initiative of Honeywell.
- The COE is for skilling 110 girl students in Advanced Technology, in demand in the industry.
- Curriculum is mapped to Global Industry Standards.
- Joint Certification by Honeywell and ICT Academy to the youth successfully completing the training.
- 100 hours of activity-based and hands-on training.
- The Certificate Program is fully sponsored by Honeywell supported by ICT Academy and offered free of cost to the girl students.
- Placement drives would be organized for students successfully complete the training.

### Mode of Delivery of the training

- The Training will be delivered through In-Class Training and Blended Training.

### Mandatory Requirements

- Only girl students passing out in 2023 is to be nominated.



- Nominated girl students should be underprivileged girl students who are
  - With a family income of less than or equal to Rs.3,50,000/- per annum or
  - Differently abled or
  - First Graduate in the family or
  - Single Parent Child
  - Supported by Guardian
- Registered candidates have to give a self-declaration of the above.
- Registered candidates have to give a declaration of completing the course.
- Candidates must be willing to take up a job.
- Candidates should register in the link shared.

#### **Assessment & Certification**

- Candidates must clock a minimum of 85% attendance.
- Internal assessments through mock sessions and workshops will be conducted.
- There will be a final assessment conducted.
- Successful girl students will be issued with a joint certification from Honeywell and ICT Academy.

#### **Placement Facilitation**

- ICT Academy has a Strategic Alliance Department to collaborate with the Corporates to take care of supplying resources.
- Year on year ICT Academy has been increasing its tie-up with local and city-based companies for recruitment opportunities for trained resources.
- Will organize placement drives for placement opportunities for the trained youth.

#### **Who Can Apply?**

- Girl Students pursuing Pre - Final year graduation in Circuit Branches in Engineering – BE CS, BE IT, BE ECE, BE EEE / BSc CS or BSc IT or BCA or BSc Mathematics or BSc Statistics (2023 Passing Out).
- Girl Students with 60% and above throughout their academics. (in Class X, Class XII and in graduation up to the current semester).

#### **Role of the Institution:**

- Nominate 4 Women Faculty members who will act as Mentors in the conduct of the training and be part of the training and activities of the COE.
- The nominated mentors and SPOC should be responsible for the overall coordination and support for the success of the initiative.
- The nominated mentors and SPOC of this Initiative is to monitor and facilitate any requirements which is needed to be provided by the students nominated for this initiative.
- Mobilize the final year girl students in Circuit Branches in Engineering – BE CS, BE IT, BE ECE, BE EEE/ BSc CS or BSc IT or BCA or BSc Mathematics or BSc Statistics – 2023 pass out students.
- 110 girl Students to be selected and ensure that they do not discontinue the training.
- Details of 110 girl students selected to be submitted in the Enrollment Sheet (Format Attached). The details is to strictly adhere to the format given.
- Put up the Name Board and Standees of the COE in front of the Computer Lab and in the entrance of the College for visibility. A background banner is to be put for the Inaugural of the Program Launch – A template will be provided by ICT Academy.
- Facilitate an audio-visual room for the theory classes when required.
- Facilitate a Computer Lab to accommodate 110 students for the practical classes when required.
- Organize for inauguration & valedictory programs for the training to be launched and certificate distribution after the training in the Institution.

- As part of the initiative ICT Academy and Honeywell will be organizing for Volunteering Sessions, Hackathons and other student empowerment programs, for which the Institution is to provide support.
- Arrange for Photo & Video Shoots of the Inauguration, a few training activities, and the valedictory function using a professional camera.
- Submit all acknowledgments and reports as per the requisites of the Project.

**Role of ICT Academy:**

- Will provide the trainers to conduct the training.
- Provide the Course Materials for the Students.
- Will provide the template for Printing of Banner / COE Board and Standees.
- Will organize Employee Volunteering Sessions, Hackathons and Empowerment Programs.
- Will organize the assessments and certification for the students.

Kindly confirm your willingness to host the above said Centre of Excellence Skill Training in Advanced IT Skills for the graduating students by a reply mail with the filled in, signed and scaled copy of the Expression of Interest Form attached, on or before **3<sup>rd</sup> September 2022**

Kindly send the list of 110 nominated Students and 4 nominated Women Mentors in the format attached. Please note that Students who have been nominated in other ICT Academy Projects in 2022-23 cannot be nominated for this COE. **The Expression of Interest and the Student Enrollment Sheet is to be sent to Mr. Dinesh who will be the SPOC from ICT Academy for this initiative. You can reach Mr. Dinesh at [dinesh.e@ictacademy.in](mailto:dinesh.e@ictacademy.in) and 98847 61116.**

*Looking forward to be associated with the Institution in providing this one-time opportunity to the students in your Institution.*



**Jakaulla M S**

Relationship Manager

**ICT ACADEMY | An Initiative of Government of India, State Government and Industry**  
GR Plaza, Ground Floor, AECS Layout, A Block  
Singasandra, Near HDFC Bank, Electronic City,  
Bangalore 560068  
Karnataka, India

+ 91 7810024869 | [www.ictacademy.in](http://www.ictacademy.in)



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सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Karnataka

### e-Stamp

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 Account Reference : NONACC (FI)/ kaksfcl08/ BELLARY5/ KA-BY  
 Unique Doc. Reference : SUBIN-KAKAKSFCL0894882449150883U  
 Purchased by : KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS  
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 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)

For Sri Sushma V V S S

Authorized Signatory



### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed on this 01<sup>st</sup> day of August, 2022 at Bengaluru.

Between:

M/s. Karnataka Innovation & Technology Society (KITS), is registered under the Karnataka Societies Registration Act 1960, and having its Registered Office at 4<sup>th</sup> Floor, BMTC Building, Shanthi Nagar, Bengaluru- 560 027 and representing Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka, represented by its Managing Director, Meena Nagaraj C N, IAS (Here in after referred to as the **FIRST PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **One Part;**

*[Signature]*  
 Managing Director, Meena Nagaraj C N, IAS

*[Signature]*

Principal, Page 1 of 8

Ballari Institute of Technology & Management,

1. The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.com' or using e-Stamp Mobile App of Ballari  
 2. The e-Stamp certificate is available on the website / Mobile App renders it invalid  
 3. In case of any discrepancy please inform the Competent Authority

And

Ballari Institute of Technology & Management (BITM), Ballari And Represented by its Principal Dr. Yadavalli Basavaraj.

(Hereinafter referred to as the **SECOND PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **OTHER PART**;

**WITNESSETH AS FOLLOWS:**

**WHEREAS** the First party is an autonomous organization established under the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in the year of 2000 under the Chairmanship of Principal Secretary to Government of Karnataka, Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka.

The First Party assists the Department of Electronics, Information Technology and Biotechnology of Government of Karnataka in facilitating and promoting the Electronics, Information Technology and Biotech sectors in the State by implementing the various schemes, programmes, action plans, reports etc., for furthering the IT and related sectors in the State. In this connection, the Department has brought out Startup Policy highlighting various steps to be taken for improving the employment generation and entrepreneurship Development as well as exports from the IT and related sectors in State.

In the Startup Policy 2015-2020 & thereafter **Entrepreneurship Development and Mentoring** was one of the **Initiatives** for creating new opportunities and jobs. One of the proposals under this Policy is to build **K-Tech New Age Innovation Network (NAIN)** to be located in selected colleges that are in tier 2 & 3 cities.

**WHEREAS** the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in order to implement the Budget announcement of Government of Karnataka, has decided to implement the above proposal through the First Party.

The Committee under the Chairmanship of Additional Chief Secretary / Principal Secretary, Department of Electronics, IT, BT and S&T, Government of Karnataka, after taking inputs from various sources has finalized **12** colleges across the State.

**WHEREAS** the Second Party is one of the Twelve (12) Engineering / Government / Other colleges selected

*Dr. Yadavalli Basavaraj*  
Principal,  
Ballari Institute of Technology & Management,  
(Dr.) Ballari, Karnataka.

*[Signature]*  
Principal,  
Ballari Institute of Technology & Management,  
Ballari.



WHEREAS the first party has agreed to implement the scheme with the Second Party, the Scheme will be called as **K-Tech New Age Innovation Network (NAIN) program** to be called as **K-Tech District Innovation Hub (DIH)** for this MOU. Both the Parties are desirous of recording their terms and conditions as under.

This MOU is being entered into for implementing the Programme by the Second Party in its college in the State with the funding support from Department of Electronics, Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party;

The MOU is being extended for 2 years starting from 01<sup>st</sup> August 2022 till 31<sup>st</sup> July 2024 for implementing the scheme by the Second Party in their District Innovation Hubs with the funding support from Department of Electronics, Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party.

Now this Memorandum of Understanding witness the as follows:

- 1) For all intents and purpose Year or Annual for this MOU shall mean an academic year as prescribed by the University the second party [College / Institution] is affiliated to.
- 2) A physical Innovation center will be set up in the premises of Second Party to manage this Programme.
- 3) Based on technical strength of party, the second party shall identify up to 3 focus technology domain areas which the incubation center will be operational in. The facilities available at incubation center and associated to the incubatees of the K-Tech Innovation Hub.
- 4) First party shall facilitate association of a mentor industry expert for each K-Tech Innovation Hub.
- 5) Each Center will incubate up to a maximum of 15 projects per year. Each project will be executed by a team of entrepreneurs.
- 6) The program should select entrepreneurs by giving first preference to students, research scholars and alumni of the chosen colleges and next preference to those from colleges in the respective districts. It should not include faculty members as entrepreneurs but the faculty members can become mentors if they have the right skills and experience.
- 7) The program will cater to the projects that solve local problems and find solutions to local needs (district and state) rather than global problems and needs.
- 8) Funding assistance will be provided by the first Party only for the management of the programme and the execution of the projects.
- 9) Funding from first party shall be used for establishing an ecosystem fostering entrepreneurship.
- 10) The project does not have provision for first party to fund building physical space and

Page 3 of 8

*Ajijim. S. Adayar*  
Principal,  
Ballad Institute of Technology & Management,  
(Ballad), Ballad, Bangalore.

*YK*  
Principal,  
Ballad Institute of Technology & Management,  
Ballad.

- purchasing expensive equipment. These expenses shall be done by the second party.
- 11) Funding from first party is towards operational expenses – including salary of incubation center called District Innovation Associate [DIA] – details in operational guidelines.
  - 12) Funding from first party is also towards building prototypes and proof of concept of projects /proposals selected by the Central Steering Committee.
  - 13) All incubation centers will be networked to exchange experiences and learn from one another.
  - 14) The most important resource of the Programme will be local and remote mentors and the Innovation Centers will have tie-ups with local industry leaders and to those who are outside (In Bengaluru/abroad) who may be hailing from the districts as mentors.
  - 15) A **Steering Committee** comprising of representatives from Electronics/IT/BT Department, Academia and Industry will be constituted by the Dept. and the Committee will offer governance / Management of this Programme.
  - 16) The Second Party will also nominate a **College Coordinator (CC)**. The CC along with DIA will be operationally responsible for the Programme.
  - 17) The second Party at its own cost will be providing the necessary infrastructure and other facilities such as basic computing facilities, internet connectivity etc to the incubation center.
  - 18) That the Second Party shall ensure that all the infrastructure /equipment are provided as its contribution to the Programme and shall not be transferred in favor of any other third parties and it shall be continued to be in the name of the Second Party till the end of this agreement or termination of the MOU whichever is earlier.
  - 19) That the Second Party shall submit the list of equipment provided for the purpose of this programme to the First Party;
  - 20) Each college / university shall have a full time **District Innovation Associate[DIA]** who shall be responsible for Coordinating incubation center level activities such as
    - a. Drive project plan submission, evaluation and selection
    - b. Get approval for the **project budget** from CC (up to Rs.3.00 Lakhs per project) and monitor spend/usage on a timely basis.
    - c. Recruiting mentors from academia, industry towards project execution in their college / University
    - d. Reporting to the CC on progress on periodic basis on various parameters
    - e. Maintaining relationship with the projects team/entrepreneurs in the ecosystem.
  - 21) A **Project plan / Ideas Competition** shall be held across the district and winners will be selected for incubation. The DIA will be responsible for this process.
  - 22) Each of the selected entrepreneur / Project team will be given funds based on the Business plan/ Project Plan presented by them and will be allocated one or more of mentors from the panel.
  - 23) Each project will be given funds up-to Rs. 3 lakh approved by the Steering Committee. The Rs. 3.00 Lakhs of project budget shall be used for project related expenses as outlined in the

*Ajith S. Oddegar*  
(Signature)  
(Signature)  
(Signature)

*[Signature]*  
Principal,  
Ballari Institute of Technology & Management,  
Ballari.



- project plan document. The project will leverage existing College / University infrastructure including working space, furniture, utilities and power, internet etc.
- 24) Each selected college shall have **Monitoring Committee** comprising of Members from colleges, Mentors, Successful Entrepreneur, who will select Business plan / Project Plan / ideas and recommend funding for the same.
  - 25) The DIA will work with monitoring committee to monitor & report progress of projects to the Steering Committee.
  - 26) That the Government of Karnataka through the First Party will pay the Second Party a sum Rs.10, 00, 000/- per year / per batch towards management and operational expenses to the second party. This will be called OPEX. Further the amounts for the next year/ batch will be released as decided by Steering Committee on the submission of Utilization Certificate (UC) for all the amounts released to the Second Party and on verification and satisfaction.
  - 27) A **Standard Operating Guideline (SOP's)** for the **Startup policy** will be developed on the role of project team, mentors, Incubation Center in a fair manner. The process of selection and induction of projects will also be prescribed and the same is binding on the second party. Guidelines for all the expenses (Opex and projects fund) will also be provided.
  - 28) A Mechanism to **measure performance of incubation centers** with right metrics shall be devised.
  - 29) All the students / project team members shall be introduced to the **process of innovation and entrepreneurship through formal classes**.
  - 30) Innovation and entrepreneur classes to be run for one semester. It should be an elective subject, for students of all streams, with credits being given to students.
  - 31) The College / Institute shall ensure that Compensation and recognition of DIA / managing staff should be fair.
  - 32) This MOU shall commence on the date of signing of these documents and be in force until **31<sup>st</sup> July 2024** subject to the terms and conditions of this understanding.
  - 33) This the First party/Department on its own can arrange for external evaluation of the programme in measurable areas, to assess the ongoing programme, keeping Second party informed of the nature, and schedule of the assessments.
  - 34) That within 30 days from the date of this MOU, the 2<sup>nd</sup> party has agreed that it shall commence the programme implementing the terms and conditions of this Agreement.
  - 35) That the second party shall monitor the progress of the all projects and report the same to the first party, and submit quarterly reports as on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December of each year.
  - 36) That the Second party shall make reasonable efforts to ensure that it provides the state of art resources, faculty, technology and all other relevant parameters to implement the programme successfully.
  - 37) That the Second party shall ensure that CC/faculty and other personnel including the Trainees are selected in accordance with law without there being any favoritism and strictly on merit of each of them without any discrimination and shall submit the list of the staff

Page 5 of 8

*Arjun S. Adyale*  
Principal - Ballari Institute of Technology & Management  
(DIA), Ballari, Karnataka

*[Signature]*  
Principal,  
Ballari Institute of Technology & Management,  
Ballari.

- involved in the programme and the faculty to the First Party.
- 38) That the release of funds for the Second and Third year would be subject to the satisfaction of the First Party that the Second Party has utilized the first installment judiciously and in consonance with the terms and conditions of the policy/Government orders etc. and in terms of this MOU to the satisfaction of the First Party and further the Second Party furnishing the utilization certificate of earlier installment paid.
- 39) That it is made clear that any initialized but yet unutilized amount owing to non-functioning/closure of Programme/project etc will be refunded by the Second Party to the First Party within a period of three months.
- 40) That the Second Party shall execute an Indemnity Bond on a stamp paper of Rs. 200/- for the financial assistance received from the Government and in the event of the Second Party violating any of the terms and conditions of either this MOU or by directions issued by the State Government or by the First Party, the First Party shall have a right to immediately without giving any notice to the Second Party shall invoke the indemnity bond in case the assets are not available however subject to the condition that the First Party should deduct such amounts as in expended by the Second Party towards the implementation of the Programme/project.
- 41) That the Second Party shall submit audited annual accounts at the end of each financial year, of the entire financial assistance the Government of Karnataka has granted towards implementation of the Programme disclosing the manner in which the same is utilized.
- 42) That the Second Party shall maintain all the documents that are required to be maintained and should cooperate with the officials of the First Party as and when they visit to supervise the proper implementation of the policy as envisaged by the State Government.
- 43) That the Second Party shall adhere to all the relevant existing laws in the matter of employment and provide all the benefits and facilities for the employees as per the existing laws in force. The Second party hereby indemnifies the First Party against any claims that may arise from the employees or staff members engaged in the programme under the policy by the Second Party, by way of salary dues/arrears, statutory dues, incentives, bonus etc.
- 44) That the Second Party shall not misuse the financial assistance released by the First Party/State Government in any manner whatsoever and strictly utilize the same for implementation of the policy as envisaged by the Government.
- 45) That the Second Party hereby agrees to indemnify and keep the First Party and everyone claiming under them indemnified and harmless at all times against all or any actions, damages, charges, litigations, costs, claims, encumbrance, losses or other consequences arising out of any contractual obligations entered by the second party.
- 46) The First Party is no way responsible for any of the grievance concerned to the Second Party, its employees, students or anyone attached to it and the entire responsibility is solely on the Second Party and the Second Party shall keep the First Party indemnified in all respects against any claims made by any persons or persons concerned to the implementation of this Programme in any manner whatsoever.

*Arjun S. Adiyar*  
Principal,  
National Institute of Technology & Management,  
(NIT), Mysore, Karnataka.

*YB*  
Principal,  
National Institute of Technology & Management,  
Bengaluru.



- 47) That the Second Party shall in no way claim or represent it is undertaking of either the Government of Karnataka or the first party in any of the promotional materials or in any of its business transactions and in the event the Second Party does so, the same would be treated as breach of condition of this agreement and also would be treated as misrepresentation to the public or any financial institution or any company.
- 48) That in the event of the Second Party being unable to perform any of the terms and conditions of this agreement or any of the guidelines or terms and conditions of the Government or the Second Party being unable to implement the Programme, the First Party will initiate legal process to recover the financial assistance given.
- 49) That the details of payments made by Government of Karnataka through the First party to Second Party and the manner in which the same would be expended towards the implementation including the time line for implementation of the Programme will be issued separately and the same will be binding on the Second Party.
- 50) That in the event of the implementation of the Programme is not as per mutually agreed term or in accordance with the policy, the First Party will issue a notice to the Second Party providing a period of 30 days to explain and correct the situation and to meet the defined and mutually agreed terms of the Programme and in the event if the same is not satisfactory or the Second Party fails to do so, then the First Party reserves its right to terminate the financial support being extended to the Second Party for the Programme without any notice and initiate legal action to recover the funds released.
- 51) That, it is agreed by both the parties that in the event of the Second Party failing to implement the said directives or any of the conditions made in the Policy, that First party shall terminate this MOU with three months notice to the Second Party and also cancel the financial assistance extended to the Second Party thereafter and also forfeit the entire infrastructure.
- 52) Neither party shall be liable for any failure or delay in performance of any obligation under this MOU to the extent such failure nor is delay due to force majeure event. The party having any such cause shall promptly notify the other party, in writing, of the nature of such cause and the expected delay.
- 53) In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this Agreement, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, such dispute or differences or questions shall be referred to arbitration or conciliation in accordance with provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Bengaluru. The Arbitration proceedings shall be conducted in the English language. The Arbitration Award shall be final and binding on the parties.
- 54) This MOU shall be governed by and construed in accordance with the laws of India and the Courts at Bengaluru, Karnataka shall have exclusive jurisdiction.
- 55) This MOU constitutes the entire Agreement between the parties on this subject and

*Anjum S. Oddegar*  
Anjum S. Oddegar  
Principal, Ballari Institute of Technology & Management  
(BIMT), Ballari, Karnataka

*[Signature]*  
Principal,  
Ballari Institute of Technology & Management,  
Ballari.



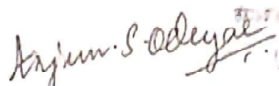
of either the  
or in any of  
could be  
as

supersedes all prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by both the parties.

56) That First Party shall not be liable in damages, costs, expenses, or any other similar or other liability arising out of or relating to any aspects of this Programme implementation. Second Party understands and agrees that the obligations of First Party are limited to providing financial support in a timely manner as defined in this Agreement and support promotion of the Programme.

57) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this in this Agreement all of which as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of such or any other right, power, privilege or remedy provided in this agreement all of which are several and cumulative and are not exclusive of each other or any of other rights or remedies otherwise available to a party at law or in equity.


IN WITNESS WHEREOF, the parties hereto have signed and executed this Memorandum of Understanding on the day, month and year first above written in the presence of the following witnesses:

  
Name: Meena Nagaraj C N, IAS

Designation: Managing Director, KITS

  
Name: Dr. Yadavalli Basavaraj  
Designation: Principal  
Principal,  
Ballari Institute of Technology & Management  
Ballari.

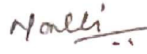
WITNESSES from KITS:

Signature: 

Name: Dr. S. R. Anurag

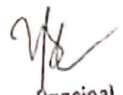
Address: KITS, Bengaluru

WITNESSES from DIH:

Signature: 

Name: Mallikarjuna A

Address: B I TM, Ballari

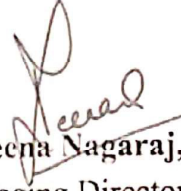
  
Principal,  
Ballari Institute of Technology & Management,  
Ballari.

Ref: KITS/ADMN/NAIN/2/2022-AA-KITS

Date: 10/08/2022

**AUTHORIZATION LETTER**

I hereby authorize Mr. Arjun Odeyar, KAS, General Manager (Events & Promotions), KITS to sign on the MoU and Indemnity Bond to be executed with NAIN District Innovation hubs for release of Operational Expenditure and Student Project Funds under NAIN Scheme, on behalf of Managing Director, Karnataka Innovation and Technology Society (KITS).

  
(C. N. Meena Nagaraj, IAS)  
Managing Director  
KITS

To,

1. Mr. Arjun Odeyar, KAS, General Manager Events & Promotions, KITS.
2. Dr. Sandhya R Anvekar, Program Head Skilling, KITS.
3. Office Copy.



# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

Autonomous Institute under Visvesvaraya Technological University, Belagavi

(Recognized by Govt. of Karnataka, Approved by AICTE, New Delhi)



Ph: 08392-237167 / 153, Principal: 99024 99388, email: bitmbly@gmail.com, principal@bitm.edu.in, web: www.bitm.edu.in

"Jnana Gangothri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT

AND

MINERA STEEL & POWER PRIVATE LIMITED

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this day 28.12.2022 between BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BELLARY, the First Party herein after called as BITM represented by Mr. Y J Prithviraj designated as Deputy Director and MINERA STEEL & POWER PRIVATE LIMITED, Sy No 9,131, Sultanpur Road, Yerabanahally Village 583 152, Sandur Taluq, Bellary District Karnataka, India the Second Party herein after called as MINERA represented by Mr. G Vasudev Rao, General Manager - HR.

### WHEREAS:

- First Party is an Engineering & Management Educational Institution named: BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BALLARI.
- 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 to provide employment opportunities to Fresh Engineering Graduates from BITM.
- MINERA STEEL & POWER PRIVATE LIMITED, the Second Party is engaged in manufacture of Pellets, Billets, Sponge Iron and also has Captive Power Plant.





## BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

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(Recognized by Govt. of Karnataka, Approved by AICTE, New Delhi)

Ph: 08392-237167 / 153, Principal: 99024 99388, email: bitmbly@gmail.com, principal@bitm.edu.in, web: www.bitm.edu.in



"Jnana Gangothri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

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 co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

### CLAUSE 2: SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and institution interaction will provide 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 MINERA and also involve in industrial Training Programs for the First party with prior intimation and approval of MINERA in writing.
- 2.2 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 subject to feasibility and availability of suitable faculty.
- 2.3 Placement of trained students: Second party will conduct a campus interview drive based on the requirement of the organisation to identify talent and recruit them as Graduate Engineer Trainee for a period of 01 year and subsequently the Trainees shall be absorbed in suitable rolls based on the recommendations of their reporting managers and HODs subject to availability of open positions. If the performance of the trainee during the year is found unsatisfactory, the training may be terminated or extended for a further duration as deemed fit by the management.
- 2.4 There is no financial commitment on the part of BITM nor MINERA in MoU.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.



# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

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"Jnana Gangothri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

## CLAUSE 3: VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms

## CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 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.

  
FIRST PARTY  
(Signature of the Deputy Director)  
Ballari Institute of Technology and Management,  
Ballari Dy. Director,  
Ballari Institute of Technology & Management,  
BELLARY.

  
SECOND PARTY  
(Signature of GM- HR)  
Minera Steel & Power Private Limited  
Sultanpur Road, Yerabanahally Village 583 152





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 22-Nov-2022 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560 100, India (hereinafter "Infosys") and Ballari Institute of Technology & Management (including its subsidiaries and Affiliates) organized and existing under the laws of the state of Karnataka and having its primary place of business at Jnana Gangotri" Campus, 873/2, Bellary-Hospet Road, Allipur, Bellary - 583 104 (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

### Recitals

WHEREAS the Partner is a private Autonomous Institute affiliated to VTU, Belagavi (hereinafter referred to as "Services"); and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

### 1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

### 2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

### 3. Data Privacy

3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of services contemplated herein; shall adhere to the stipulations agreed under the Schedule C.

3.2 With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys: (a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.

3.3 Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

#### **4. OWNERSHIP AND RESTRICTIONS**

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

4.1 Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.

4.2 Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality



of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.

4.3 Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.

4.4 All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.

4.5 Partner hereby grants Infosys and its Affiliates a non-exclusive, worldwide, royalty-free, transferable, perpetual, irrevocable license (with right to sub-license) to host, copy, store, modify, distribute, create derivative work, transmit or publicly display the Partner Content for the purpose of this MOU.

4.6 Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.

4.7 Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against any third party claim arising from the PARTNER's Content.

4.8 Partner agrees not to do, and not to allow or authorize any of its Instructors or third party to do, any of the following:

- a) reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard; and
- b) develop any third-party applications that interact with Infosys Springboard without our prior written consent.

## **5. TERM**

This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5 (Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

## **6. EXPENSES**

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

## 7. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information) and 9(g) (Non-Hire), and use/ breach of any intellectual property rights, Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. 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.

## 8. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To Partner:

Attention: **Dr. Yashvanth Bhupal**

Title: **Director**

Address: **Ballari Institute of Technology & Management "Jnana Gangotri" Campus, 873/2, Bellary-Hospet Road, Allipur, Bellary - 583 104**

To Infosys:

Infosys Limited

Attention: **Mr. Thirumala Arohi**

Senior Vice President and Head, Education Training and Assessment

Address: **Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India**

With a copy to:

Attention:

Department: **Legal Department**

Address: **Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India**

Phone: **+91 80 28520261**

Either Party may change such address by notice to the other Party.

## 9. GENERAL PROVISIONS

a. **Independent Contractors.** It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

b. **Force Majeure:** Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence.

c. **Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

d. **Assignment:** Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such content not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.

e. **Dispute Resolution and Arbitration:** In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this Agreement. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore, India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

f. **Governing Law:** This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.

g. **Non-Hire:** Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

For Infosys Limited

For Partner

Date : 29.12.2022

Date : 22-Nov-2022

Place : Bangalore

Place : Bellary

Name : Mr. Thirumala Arohi

Name : Dr. Yashvanth Bhupal

Title : Senior Vice President and Head  
Education Training and Assessment

Title : Director



Signature (with seal)



Director  
Ballari Institute of technology & Management  
Bellary

Signature (with seal)

Senior Vice President  
Head-Education, Training & Assessment  
**INFOSYS LIMITED**  
44, Electronics City, Hosur Road  
BANGALORE - 560 100 INDIA



## **SCHEDULE A**

### **Infosys Springboard Scope and Details of the Services**

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Master-classes, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of February 2022, nearly 17.5 lakhs learners and 1000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.

## **SCHEDULE B**

### **Faculty Enablement Program**

Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
3. **Just-in-time Learning:** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.



Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact:

- The faculty development program will consist of series of sessions on the following aspects
  - "Facilitate to Engage "course towards effective teaching techniques.
  - Instructional design and content creation.
  - Introduction and awareness to emerging and digital technologies
  - How to leverage online platform for effective learner engagement
  - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

## **SCHEDULE C**

### **PRIVACY & DATA PROTECTION AGREEMENT On the Processing of Personal Information/Data by Contract ("Data Processing Agreement"/ "DPA")**

#### **By and Between**

**Infosys Limited** (and their subsidiaries, parent, and affiliates)  
with its registered office at

(Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore -560100, Karnataka, India)  
(hereinafter "Infosys")

#### **And**

**[Ballari Institute of Technology & Management]** (and their subsidiaries, parent, and affiliates)  
with its registered office at

**["Inana Gangotri" Campus, 873/2, Bellary-Hospet Road, Allipur, Bellary - 583 104 ]**  
(hereinafter "Partner").

#### **1. Definitions:**

- i. **'Personal Data/Information'** (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. **'Applicable Privacy Laws'** refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.
- iii. **'Data Controller'** or **'Controller'** means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. **'Data Subject'** means any individual whose Personal Information is collected, used and/or processed under this DPA(Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. **'Technical and Organizational Security Measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

- vi. 'Personal Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. 'Processing' or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

## 2. Processing of Personal Data

- i. The parties agree that in connection with the main service agreement (hereinafter "Agreement"), Partner and Infosys shall each act as a independent data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this Agreement, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data; and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PII outside India or to any third party for the purpose of the Services contemplated under this MOU

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.



For Infosys Limited

Date : 29.12.2022

Place : Bangalore

Name : Mr. Thirumala Arohi

Title : Senior Vice President and Head  
Education Training and Assessment

  
Signature (with seal)

Senior Vice President  
Head-Education, Training & Assessment  
**INFOSYS LIMITED**  
44, Electronics City, Hosur Road  
BANGALORE - 560 100 INDIA

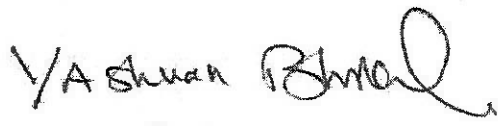
For Partner

Date : 22-Nov-2022

Place : Bellary

Name : Dr. Yashvanth Bhupal

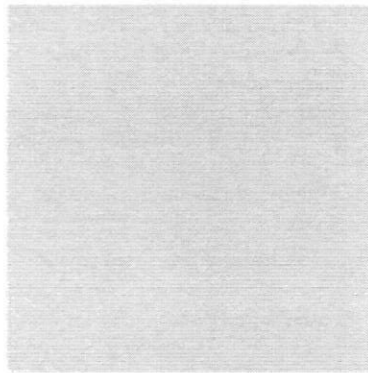
Title : Director

  
Director  
Bellary Institute of Technology & Management  
Signature (with seal)

**SCHEDULE D**

**Logos.**

**Infosys | Springboard**









23/01/2024

This Memorandum of Understanding (herein after called as MoU), agreement will be made from 23.01.2024 to 23.01.2028 between

Ballari Institute of Technology and Management, Ballari 583104, Karnataka, herein referred to as **FIRST PARTY**

AND

Construction Management Training Institute, #197 E/5, 2<sup>nd</sup> Floor, 27<sup>th</sup> Cross, 8<sup>th</sup> Main Road, 3<sup>rd</sup> Block, Jayanagar, Bengaluru – 560011, herein referred to as **SECOND PARTY**

Now this agreement witness as follows;

1. The First Party is **Ballari Institute of Technology and Management, Ballari** which is a higher education technical institute, approved by AICTE, an autonomous institute affiliated to Visvesvaraya Technological University, Belagavi, to conduct the technical programs at the college site of <https://www.bitm.edu.in/>
2. The Second Party is **Construction Management Training Institute** situated at Jayanagar, Bengaluru – 560011, is into providing employment-based value-added certified courses for Civil Engineers & Construction professionals for more details <https://www.cmti.co.in/>
3. Both parties have the common interest of training the students and making them industry-ready by the time they come out of the institution. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
4. The First Party shall be providing the infrastructure and other facilities to conduct online training seminars, workshops, offline training programs, Practical Training
5. The First Party shall include the Second Party for the Board of Studies and Invitation to be sent for BOS Meetings, NBA Visits, and Industry Connect Interactions,
6. The Second Party shall assist in organizing field visits, training the students in various fields, Internships, student projects, and any other related programs related to placement assistance. Second



party intended to support with resources from Industries and project works guidance and education on Green Buildings.

7. The Second Party shall support in conducting technical seminars, workshops, conferences etc., organized by the first party on various topics related to industry requirements.

8. The Second Party shall be assisting the students for the placements / Internships / Projects /Entrepreneurship skills

9. The Second Party shall help the First Party to develop the consultancy in the department of civil engineering.

10. Both parties are to utilize their Credentials in Marketing Materials, are permitted to use them on the Website, and posters, and can conduct jointly the programme.

11. Student data to be shared, we have official e-learning WhatsApp Groups for each associated college, and daily construction news, job updates, and project updates are posted by our Trainers and Nominations to be given by HOD for the campus Ambassador program (Free Programme, mentors will be assigned for the students)

12. This agreement shall come into effect from 23.01.2024

13. The duration of this MOU shall be for 5 (FIVE) years from the date of effect, i.e., from 23.01.2024 to 22.01.2029. If not renewed or amended in writing the same shall be considered as expired or terminated.

14. Any alteration, addition, or modification in this MOU shall be in writing and signed by both parties.

15. The First Party / Second Party can't hire the trainers from CMTI directly or CMTI can't hire the staff without the permission of an Authorized Signature.

16. Any notice, request, or other communication required or permitted to be given or made under this agreement to **First Party** or **Second Party**, shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, mail with a copy by facsimile to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request.

17. The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as of the day & year written above.

18. Both parties can promote each other for the Promotions in Posters, events, and Websites.

19. All the Civil Engineering students to Install the CMTI – Civil Engg Connect App, Internship Self Learning program will be provided free access to all the students.



20. The college is to share the Data of the students and their Interest areas to CMTI for finding search on right placements.

AUTHORISED SIGNATORIES

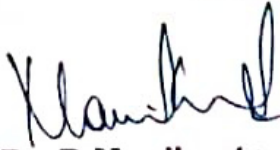


**Dr. Yadavalli Basavaraj**

Principal

Ballari Institute of Technology and Management,  
Ballari - 583104

Principal,  
Ballari Institute of Technology & Management  
Ballari.



**Dr. D Manikanta**

Associate Professor and Head

Ballari Institute of Technology and Management,  
Management, Ballari - 583104

Head of the Department

Dept of Civil Engineering

BITM BALLARI

23/01/24



**Er.S G Ashokkumar**

Founder & CEO

Construction Management Training  
Institute, Jayanagar 3rd Block,



**Prof. Prithviraj Y J**

Director

Ballari Institute of Technology and  
Management, Ballari - 583104

Director

Ballari Institute of Technology & Management  
BELLARY.





# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

Autonomous Institute under Visvesvaraya Technological University, Belagavi

(Recognized by Govt. of Karnataka, Approved by AICTE, New Delhi)

Ph: 08392-237167 / 153, Principal: 99024 99388, email: bitmbly@gmail.com, principal@bitm.edu.in, web: www.bitm.edu.in

"Jnana Gangotri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (MoU) is made on this 18<sup>th</sup> Day of July 2022 by and between:

**Ballari Institute of Technology & Management (An Autonomous Institute under VTU)**, an Educational Institute in India under the provisions of the Visvesvaraya Technological University, Belagavi and any amendments thereof, having its registered office at Jnana Gangotri Campus, #873, 2, Hospet Rd., Ballari, Karnataka 583104, India (hereinafter referred to as "**BITM**"), which term and expression shall unless repugnant to the meaning and context hereof shall mean and include its successors in business, legal representatives, executors, administrators and permitted assigns) of the ONE PART

And

**Karthik Engineering and Infrastructures LLP**, is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008 and any amendments thereof, and having its Office at W.NO. 30 H.NO. MIG 1/19 KHB Colony Tilak Nagar Cantonment Ballari (Hereinafter referred to as "**KEI**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

## SILVER JUBILEE YEAR

WHEREAS **BITM** is an educational institute and has engineering and science department which is charged with the responsibilities of training technical and scientific manpower in various frontline areas of importance for the nation and is also contribution to the rapidly growing scientific and technological knowledge and professional excellence in science and technology and related fields. They also have the approved testing equipment as part of their institute for educations and other activities to the benefits of its users.

AND WHEREAS **KEI** engaged with Technical Services Structure Design, Quality Control, TMC, Turn Key Projects and Various Consultancy works in the field of Civil engineering and related field among other services such as General Consultancy, IT and Transportation.

AND WHEREAS it has been decided that a working relationship be established under which both the Parties will work together for the purpose of bring value through way of quality testing of various material that needs to be validated through testing for projects being managed by KEI. AND WHEREAS both the parties hereto would like to put on record the following understanding between the parties. BITM and KEI are individually referred to as Party and jointly as Parties.

NOW THIS MEMORANDUM OF UNDERSTANDING witnessed as under:

1. BITM shall be responsible for the testing of any material that needs to be tested under the projects provided by KEI to them from time to time. The Material shall be either collected by BITM and/or KEI whichever the case maybe on a project-to-project basis.
2. BITM shall provide the testing report for each of such material either collected or provided by KEI within a week of receipt of the request from KEI.
3. All reports provided by BITM shall be signed post testing by their expert technical staff employed in the institute.
4. KEI shall bear the respective charges for the testing of materials either collect and provided by/to the labs of BITM as per the rate card attached as Annexure I in this MoU.
5. KEI shall submit an indent to BITM for specific if not all the testing required to be done for each project and BITM shall provide the report with the similar project information in their reports. All the information provided in the testing report shall be accurate and BITM shall be liable for all such information of the material tested from time to time for the projects.
6. BITM shall raise invoice to KEI on a monthly basis for payment of all the testing done in the said period.
7. All invoices received on a monthly basis shall be paid by KEI within 15 days of receipt of such invoices into the nominated bank account of BITM.
8. All invoices shall be exclusive of applicable taxes and subject to any tax deductible as source based on the information provided in the invoice.

#### **9. INTELLECTUAL PROPERTY**

Nothing contained in this MoU grants any license, trademark, patents or copyrights to the Parties hereto. All Intellectual Property exchanged between the Parties belongs to the respective Parties at the signing of this MoU. Any Intellectual Property being created after the signing of this MoU shall be property of the Parties together unless specified in writing in a separate MoU subsequently of such Intellectual property development.

#### **10. GENERAL**

##### **a. Walver**

No forbearance, delay or indulgence by either party in enforcing the provisions of this MoU shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this MoU operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under this MoU is non-exclusive of any other right,



power or remedy available to that party and each such right, power or remedy shall be cumulative.

**b. Severability**

If any provision of this MoU is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the MoU is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

**c. Survival**

Notwithstanding anything to the contrary in this MoU, termination or expiration of this MoU shall not relieve either party of its obligations that expressly or by implication survives termination, and shall include with limitation the provision in this MoU.

**d. Relationship between the Parties**

The Parties intend to create a relationship and nothing contained in this MoU shall be construed to make the KEI or the BITM, joint ventures, principals, representatives or employees of the other. No officer, director, employee or the BITM representative retained by the BITM to perform work on their behalf under this MoU and shall be deemed to be an employee of the KEI or a representative of the KEI at anytime. Neither Party shall have any right, power or authority, express or implied, to bind the other. KEI shall have the sole right to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by the BITM under this MoU.

**e. Duration of this MoU**

This MoU stands for a period of one year i.e. from 18.07.2022 to 18.7.2023, further continuation shall be done based on mutual understanding. Also, this MoU signed withstand until cancelled and may be terminated by mutual agreement between the Parties by giving a 30 (thirty) days notice to the other Party.

**f. Termination**

Each Party shall have the right to terminate the MoU by giving 1 (one) months' written notice in writing to the other Party at any time. If either Party terminates the MoU, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress



All document and reports after termination of this MoU that maybe pending shall be submitted to KEI by BITM.

**g. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or the interpretation thereof.

**1. Dispute Resolution**

- 1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MoU (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably.
- 1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this MoU promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**2. Arbitration**


Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to Arbitration by an Arbitral Tribunal appointed by the Parties. Such arbitration shall be held in accordance with the Rules of Arbitration (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat, place and jurisdiction of such Arbitration shall be the capital of the State where the KEI has its headquarters and the language of Arbitration proceedings shall be English.

**h. Counterparts**

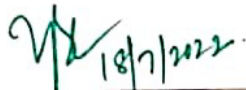
The MoU may be executed in counterparts each of which will be deemed to be original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be signed in their respective names as of the day and year first above written. This MoU stands for a period of one year i.e. from 18.07.2022 to 18.7.2023, further continuation shall be done based on mutual understanding.

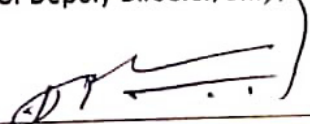
For Dept. of Civil Engineering, BITM, Ballari

  
Name : **Dr. T.H. PATEL**  
: B.E., M.Tech., Ph.D.  
Designation : Professor & HOD  
: Dept. of Civil Engineering  
: BITM, BALLARI.  
Date : 18/7/22  
Place :


For Principal, BITM, Ballari

  
Name : Principal,  
: Ballari Institute of Technology & Management,  
Designation : Ballari.  
Date : 18/7/22  
Place :

For Deputy Director, BITM, Ballari

  
Name : J. PRITHVI RAJ  
Designation : DEPUTY DIRECTOR.  
Date : 18/7/22  
Place : BALLARI

For Karthik Engineering Infrastructures LLP

  
Name : R. Karthik  
Designation : Managing Partner  
Date : 18/07/2022  
Place : Ballari

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**Ballari Institute of Technology & Management, Ballari,**

**Is an Institution approved by AICTE, New Delhi, Autonomous Institution under  
Vivesvaraya Technological University, Belagavi, Campus is In Ballari, - 583104,**

**And**



**No. 131, 2<sup>nd</sup> Floor, 1st Main Road, 2nd Stage,  
Kengeri Satellite Town, (Beside Union Bank of India),**

**Kengeri, Bangalore – 560 060**



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of understanding (hereinafter referred to as MOU)  
is entered on 17-09-2022 between:

Department of Civil Engineering  
**Ballari Institute of Technology & Management, Ballari,**  
is an Institution approved by AICTE, New Delhi, Autonomous institution under  
Vivesvaraya Technological University, Belagavi, Campus is in Ballari, - 583104,  
herein called as '**BITM**'

**And**

No. 131, 2<sup>nd</sup> Floor, 1st Main Road, 2nd Stage,  
Kengeri Satellite Town, (Beside Union Bank of India),  
Kengeri, Bangalore – 560 060  
herein after called as '**SAI CADD**'

The parties mentioned above have entered into this Memorandum of understanding  
duly endorsed by witnesses on the date, month and year mentioned herein above.

### **ABOUT BITM :**

BITM established in the year 1997 is an ISO 9001:2015 certified, NBA & NAAC Accredited. With its forte being accomplished, highly proficient and experienced faculty, with a sound knowledge of the subject, along with an innate desire to be in tune with the times and latest developments in emerging fields, has been BITM'S, alias **BALLARI** Institute of Technology and Management's greatest strength. The Institute's USP is its unfathomable student-teacher rapport and a unique process of Out Come

Based Education. Preparing students for meeting futuristic challenges of tomorrow are monitored very closely by the faculty, with a personal touch. To take the big leap in the Industry BITM has collaborations with various industries by setting up Centre of Excellence (CoE), Incubation Centers and Technology Learning Centre, resulting in strong Industry Institute Partnership. Career Guidance, imparting Business Communication skills and personality development programmes are routine in the campus.

#### **ABOUT CIVIL ENGINEERING DEPARTMENT:**

The Bachelor's degree in Civil Engineering in BITM was started in the academic year 2014–15 with an intake of 120 students. The department offers a full time B.E degree course in Civil Engineering. The department organizes seminars, workshops & Industrial visits for the benefit of students and faculty which would bring exposure of the recent trend in civil engineering. Students involve in the consultancy projects obtained through various govt. and non-govt. agencies. The infrastructure available in the department facilitates students to develop their skill and knowledge within the framework of curriculum prescribed by the Visvesvaraya Technological University.

#### **ABOUT SAI CADD :**

SAI CADD Centre is a CADD training institute in Kengeri, Bangalore, established in 2006. CADD training programs were launched with intent to create a pool of skilled CADD software professionals to meet the ever-growing demands of the needs of CADD users / organizations.

SAI CADD is providing professional CADD Training / CADD Projects / CADD Placements. SAI CADD proprietor having around 30 years of great industry experience in CADD teaching and CADD projects and sharing the same to your students, and also updating your students latest advances in CADD helps to develop a successful career in the CADD Industry. SAI CADD has a team of professionals and veterans from the CADD industry with relevant domain expertise. A growing base of students and clients is a testimony of its impeccable services and courses.



### **THE MAIN OBJECTIVE OF THIS MOU :**

The main objective of this collaboration is to focus on CADD / Planning / Drafting Designing / advanced 3D software / Certification courses / Internship training programs for the students of Civil engineering department for the sake of theory and practical knowledge and finally for placements.

### **OBLIGATIONS OF BITM :**

The curriculum for the training is designed based on mutual discussion between BITM and SAI CADD and the same is implemented as per agreed standards and protocol. Further to provide academic support through involvement of students and faculty. The BITM shall provide resources such as class rooms, laboratory and communication facilities during the designated training program and shall maintain confidentiality of Proprietary / Confidential information shared by SAI CADD. Such confidential information shall be used only for training and education purpose.

### **OBLIGATIONS OF SAI CADD :**

Provide full technical support in the design and development of curriculum for the CADD training programs, which will be taught at BITM.

To support for student Internship and student project work of the institute.

### **MOU VALIDITY :**

This MOU is valid for 3 years from the date of seal and signed.

MOU shall be extended after mutual consent. IF any modifications needed can be made upon the mutual consultation of both parties.

### **MOU TERMINATION :**

Either party can terminate the MOU by giving written intimation and 60 days time written a notice to the other party. It is not necessary to state the reasons of termination.




### DISPUTE RESOLUTION :

If there is any difference of understanding in any of the clauses or dispute between the parties, Director, BITM and or their designee, will jointly resolve the difference or dispute in spirit of independence, mutual respect and shared responsibility. If any dispute will be in the jurisdiction of BALLARI.

Deputy Director

Signature :

Date :

  
17/9/22

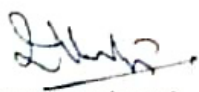
Seal :

Dy. Director,  
Ballari Institute of Technology & Management,  
BELLARY.

Deputy Director Name :

Mr. Y. J. Prithviraj Bhupal

HOD Signature :

  
Dr. T.H. PATEL

B.E., M.Tech., Ph.D.  
Professor & HOD

Seal : Dept of Civil Engineering  
BITM, BALLARI.

HOD Name :


Dr. T. H. PATEL

Principal

Signature :

Date :

Seal :

  
Principal,  
Ballari Institute of Technology & Management  
Ballari.

Principal Name :

Dr. Yadavalli Basavaraj

Proprietor Signature :



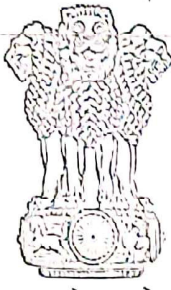
**SAI CADD**

Seal :

# 131, 2nd Floor, 1st Main, 2nd Stage,  
Kengeri Satellite Town,  
(Beside Corporation Bank),  
Bangalore-560060  
Cell : 99019 95109 / 93413 46619  
Email : manju@saicadd.com  
www.saicadd.com

Proprietor Name :

M. Manjanth Reddy



सत्यमेव जयते

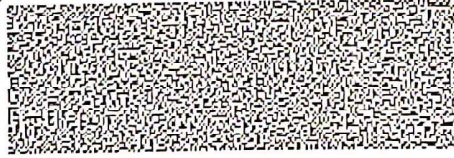
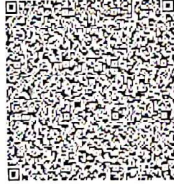
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA83079333586766S  
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 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : NATIONAL HIGHWAY AUTHORITY OF INDIA HOSPET  
 Second Party : BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT BLY  
 Stamp Duty Paid By : NATIONAL HIGHWAY AUTHORITY OF INDIA HOSPET  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

SHRI BEERESHWAR CO-OP. CREDIT SOCIETY LTD.,  
 EXAMBA (Maha-Gate) - 533 101,  
 Br.:BALLARI, Dist.:BALLARI



**MEMORANDUM OF UNDERSTANDING**

Please write or type below this line

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this ....day of ..... 2020 by and between:

National Highways Authority of India (NHA) 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

The **BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT**, BALLARI-583104, Karnataka (hereinafter called as **BITM**, Ballari which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Party.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.stampcertificates.gov.in](http://www.stampcertificates.gov.in) available on the website renders it invalid
2. The onus of checking the legitimacy is on the user and the certificate
3. In case of any discrepancy please inform the Competent Authority

Dy. Director,  
 Ballari Institute of Technology & Management,  
 BELLARY.



WHEREAS,

Both BITM, Ballari and NHAI are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering field through the road infrastructure development.

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

**1. INTENT:**

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

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

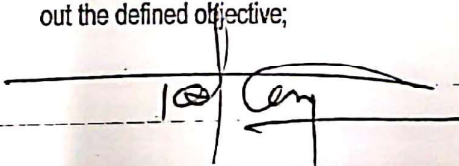
- (i) NHAI shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution 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 deletion/addition by mutual consent of NHAI and the Technical Institute.
- (iii) The adopted stretch may be used as a field of study for faculty, researchers and students.
- (iv) NHAI shall offer internship to .... number of undergraduate/postgraduate students of the Institute periodically and also extend stipend
- (v) NHAI shall pay stipend @ Rs. .... (Rupees ..... only) per month for undergraduate students and @ Rs. .... (Rupees ..... only) per month to Postgraduate students. All other arrangements including stay shall be responsibility of the Institute. 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 the Technical Institute. The Roles & Responsibilities of NHAI and the Technical Institute 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;



Dy. Director,  
Ballari Institute of Technology & Management,  
BELLARY.



- 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

#### The Technical Institute

- a. The Institute shall adopt stretch(es) of NHs as specified in the Appendix-1 as a voluntary initiative.
- b. The Technical Institute 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:

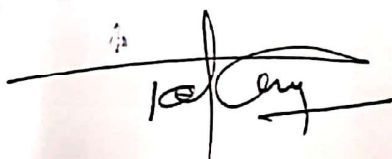
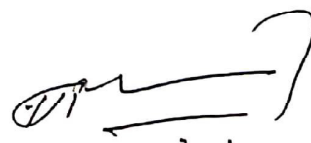
- (i) Improvements in safety provision by removing existing deficiencies;
- (ii) Improvements in continual maintenance of the stretch using new technologies;
- (iii) Localized solutions for removal of congestion points thereby increasing the average speed of traffic flow;
- (iv) Improvements in the riding 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.
- (vii) To provide quality test results of construction materials with a provision for Institutional testing charges if required
- (viii) To provide field test /field investigations if any required with a provision for Institutional charges

c. The Institute 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, topography and resource potential for better socio economic outcome

d. The Technical Institute 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.

Co-ordinator: Dr.H.Mahabaleswara ,Prof & Head , Department Civil Engineering BITM,Ballari

Ph: +919448234042, +916361287118 Email: [mahavec@gmail.com](mailto:mahavec@gmail.com)

Dy. Director,

Ballari Institute of Technology & Management  
BELLARY.

#### 4. EFFECTIVE DATE AND PERIOD OF MOU

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.

For the Technical Institute  
(BITM, Ballari-583104)

Dy. Director,  
Ballari Institute of Technology & Management,  
BELLARY.

1. Dr. H. Mahabaleswar

Witness: Prof. & HOD, CED, BITM Ballari

For NHAI

(Authorized Signatory)

Piyush Dakhore  
Witness  
NHAI PIU-Hospet

#### APPENDIX-1

The Institute shall adopt the following stretch(es) of NHs as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR).

S.No	Details of the stretch (From Chainage to Chainage)	NH No	Length	Stage of implementation (completed/under construction/under maintenance/project preparation)	Remarks
1	Four laning of Hospet-Bellary- Karnataka/AP Border Section of NH- 63 from Km.280.080 to Km.375.450 on EPC Mode in the State of Karnataka	63	95.37 Km	Under construction	

Above list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.



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*Mastering The Future*

## MEMORANDUM OF UNDERSTANDING

BETWEEN



**Ballari Institute of Technology & Management**

"Jnana Gangotri" Campus, Ballari-Hosapete Road,  
Near Allipura, Ballari, Karnataka- 583104, India

AND



**PENTAGON SPACE**  
*Mastering The Future*

**Pentagonspace India Private Limited**

Plot No.765, 8th Cross Road, M.R.C.R Extension,  
Govindaraja Nagar, Bangalore-560040, Karnataka, India

September 2022





**PENTAGON SPACE**  
*Mastering The Future*

This Memorandum of Understanding (herein after referred to as MoU) is made on the **"Pentagonspace"** with Registered and Head office at Plot No.765, 8th Cross Road, M.R.C.R Extension, Govindaraja Nagar, Bangalore-560040, Karnataka, India, on the other part as partners for promoting the industry academic interaction activities and to help achieve academic excellence of **"Ballari Institute of Technology & Management"** Jnana Gangotri" Campus, Ballari-Hosapete Road, Near Allipura, Ballari, Karnataka- 583104, India dated: 02<sup>nd</sup> September 2022.

WHEREAS both **"Pentagonspace"** and **"Ballari Institute of Technology & Management"**, (herein after called 'parties') desires to carry out programmes for promoting industry academic interaction, herein referred to as **"Industry-Academy Integration"** jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.

WHEREAS **"Pentagonspace"** and **"Ballari Institute of Technology & Management"** agree to enter into industry academic interaction programmes and both the parties agree to enter into a MoU with the terms as follows.

#### **PREFACE**

**"Pentagonspace"** has been in interaction with the **"Ballari Institute of Technology & Management"** for the first time to initiate in contact with the principal of BITM, Ballari. This Memorandum of Understanding is proposed in order to promote students to make into industry perspective in terms of innovation capabilities with the futuristic aspects arising out of automation, Data science and decision science, AI & ML, Big data, Internet revolution (5G), FRONTEND, BACKEND technologies.



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## 1. AREAS OF COLLABORATION

- a. The Parties have entered into this MOU to co-operate and collaborate between themselves to promote more effective use of each of their resources and provide each of them with enhanced opportunities. Each Party shall comply with applicable laws and internal guidelines/instructions, while performing under this MOU. The Parties agree to collaborate efforts in the areas of engineering and technology to provide internship to students.
- b. This MOU sets out the standard terms of co-operation and collaboration between the Parties. If necessary, the Parties may enter into definitive agreements, deeds or documents as may be required from time to time to give effect to the intention of the Parties contemplated herein. Notwithstanding anything contained herein, the Parties shall mutually set out the syllabus, scope and area of work, duration, etc., before commencing any collaboration activities.
- c. The relationship between the Parties is that of principal- principal relationship. This MOU does not create any principal-agent, master-servant, partnership or joint venture relationship between the Department and the Company. Each Party being a separate legal entity shall obtain all approvals, consents, permissions and licenses required under applicable laws, if any, before undertaking any co-operation or collaboration activities contemplated under this MOU.
- d. The Parties may set out guidelines or instructions to the students, who are beneficiaries under this MOU. The Parties agree that the concerned student/s will be personally liable for their acts or omission committed by them within the premises of the Company or in relation to the men and materials of the Company.

## 2. OBJECTIVES

The major objectives for which the parties associate with each other are:

- a. To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- b. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.





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- c. To enable the use of laboratories, resources and test facilities at “**Ballari Institute of Technology & Management**” on a preferential basis by “**Pentagonspace**” and vice versa.
- d. To provide opportunity for students from Undergraduate, Post Graduate of **Ballari Institute of Technology & Management** to undertake “**Placement Assistances**” “**Internship Opportunities**” from “**Pentagonspace**” for mutual benefit.
- e. To provide experts from “**Pentagonspace**” for academic and programmes of “**Ballari Institute of Technology & Management**”.

### 3. THE JOINT PROGRAMME

This MoU is to formalize joint programme activities that will help “**Ballari Institute of Technology & Management**” to enhance its research and educational capabilities, and from “**Pentagonspace**” in achieving its business objectives. The following activities are indicative of the types contemplated through this joint program:

#### a. Internship Opportunities

Given to Students from “**Ballari Institute of Technology & Management**” will participate in product development activities through internship identified by “**Pentagonspace**” or through joint collaboration “**Pentagonspace**” and “**Ballari Institute of Technology & Management**”. The types of internships provided by **pentagonspace** are front end design and development, back-end technologies, data science, software automation tools and so on. Placement Assistance.

#### b. Placement Assistance

“**Pentagonspace**” with its industrial expertise can design a finishing school concept to studying students at “**Ballari Institute of Technology & Management**” on niche subjects, which can yield the job opportunities.

### 4. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the programme, “**Pentagonspace**” and **Ballari Institute of Technology & Management** also agree that:





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- a. The interaction between **Pentagonspace** and “**Ballari Institute of Technology & Management**” will be implemented by creating a Coordination Cell both at **Pentagonspace** and “**Ballari Institute of Technology & Management**”.
- b. Each such cell will be headed by an employee by the respective Head of Institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. **Pentagonspace** and “**Ballari Institute of Technology & Management**” will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in six months and review the progress.
- d. If the activities could result in the form of publication/patent then the Intellectual Property Rights (IPR) will be with both the parties with due percentage share agreed upon.
- e. Not with standing this MoU, **Pentagonspace** and “**Ballari Institute of Technology & Management**” will sign separate agreement for specific projects.

## 5. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

**Pentagonspace** and “**Ballari Institute of Technology & Management**” also agree that they will abide by the nondisclosure of any confidential information exchanged during the Programme to any party not involved in the programme.

## 6. FINANCE

Regarding the financial arrangements during the implementation, **Pentagonspace** and “**Ballari Institute of Technology & Management**” further agree to:

- Both the partners will utilize existing infrastructure for setup of lab for functioning of internship lab & industry academic interaction arrangement.
- All expenses in connection with implementation and monitoring activities mentioned in this MOU such as TA/DA, boarding/lodging and conveyance of members will be borne by the respective parties.
- **Payment and Mode of Payment:**



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Internship fee charged by **Pentagonspace** shall be to all the students of **Ballari Institute of Technology & Management** Who undergo program as per the agreed cost as per cost mentioned in proposal submitted by "**Pentagonspace**". **Ballari Institute of Technology & Management** shall make payment only through online transfer or DD.

## **7. INDEMNITY**

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

## **8. DURATION**

This MoU will be active for a period of three years from the date of this MoU. It will be extended for further period by mutual consent.

## **9. TERMINATION**

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

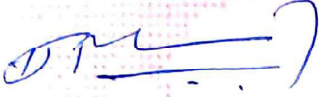


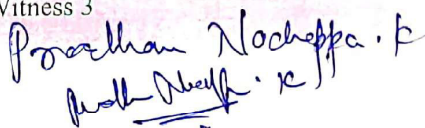


## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

The terms of internship with the Company are governed by Indian laws and shall be subject to the exclusive jurisdiction of courts at Bengaluru. Any dispute or difference shall be first discussed between the Parties and resolved. If the dispute or difference is not resolved, the Parties shall refer the same to a sole arbitrator appointed by the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be Bengaluru. IN WITNESS WHERE OF, the undersigned, being duly authorized there to, have signed this MOU in two original copies in English at the place and on the date(s) indicated below:





PENTAGON SPACE  
Mastering The Future

 Authorised Signatory <b>Y J Prithviraj</b> Deputy Director, Ballari Institute of Technology and Management, Ballari	 Authorised Signatory <b>Mr. Anandhakar Aradhya,</b> Founder & CEO, Pentagon Space India Private Limited, Bengaluru
Date: <b>2/9/2022</b>	Date: <b>2/9/2022</b>
Place: <b>BALLARI.</b>	Place: <b>Ballari</b>
Witness 1 	Witness 3 
Witness 2 	Witness 4 



## MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 6<sup>th</sup> February 2023 between "Qspiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd" Having its corporate office at 01, Basappa Layout, Gavipuram Extn, Gavipuram Extension, Kempegowda Nagar, Bengaluru, Karnataka 560019 Here in after referred to as the "QCC" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the one part.

And

"Ballari Institute of Technology and Management, 873, Jnana Gangotri' Campus, 2, Hospet Rd, near ALLIPUR, Ballari, Karnataka 583104. Here in formerly referred to as the "BITM" which expression shall mean and include its heirs, representatives, executors, successors-in-interest, administrators and assignees etc. of the other part.

**Objective:** "The Objective of this MOU is to provide Technical Internship to BITM Students"

### **General Terms of MOU:**

1. **Participating Campus:** Following campus of BITM are entitled to undergo for Internship and placements.

2. **Structure of Internship Schedule.**

#### **a) Internship Module:**

QCC has designed technical Internship module for the students of BITM in accordance to industry requirements  
Internship plan are specified in Annexure

#### **b) Eligibility:**

Students from BE 2023 batch are eligible for the Internship program.

- 4 **SPOC and Trainer Deployment:**

- a) Internship will be delivered offline
- b) Trainers having multiple skills are used to train on requested skills.
- c) QCC will use in-house trainers
- d) Primary SPOC:

L Devika Rani Shelke

9513684738

[devikarani.l@qspiders.com](mailto:devikarani.l@qspiders.com)


- e) Secondary SPOC:

Likhitha


6366765697

[Likhitha.r@qspiders.com](mailto:Likhitha.r@qspiders.com)

- f) Any change in Internship co-ordinator will be communicated.

 9513684738 / 9663035838 / 8951922956

 [info@campus.qspiders.com](mailto:info@campus.qspiders.com)

 01, Hayavadana Rao Rd, Basappa Layout, Gavipuram Extension,  
Kempegowda Nagar, Bengaluru, Karnataka 560019

**5 Confidentiality:**

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

**6 Extension of Agreement:**

The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

**7 Communications:**

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

**8 Terms and Conditions:**

**1.1 General Terms:**

1. No exclusivity clause for Internship Program Model. However, BITM will have no objection in conducting Internship for other college students in BITM campus as well as in other college campus.

**1.2 Hiring Terms:**

1. BITM cannot hire the current employees of QCC and its group of companies Test Yantra, QSpiders and JSpiders, in such case BITM need to seek NOC from QCC.
2. BITM cannot hire the employees worked QCC and its group of companies Test Yantra, QSpiders, JSpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more.
  - BITM cannot hire employees of QCC and its group companies Test Yantra, QSpiders, JSpiders in any of the below forms
    - a. As a Permanent Employee of BITM
    - b. As a Contract Employee of BITM
    - c. As a part time employee or daily wages employee of BITM
    - d. As a consultant to BITM
    - e. Through any other sources or companies
    - f. Direct or indirect association with ex-employee is not allowed.

**11. Internship Content and Delivery Terms:**

1. Internship Head or Coordinator from QCC will meet academicians of BITM to formalize and finalize the Internship content mutually.
2. Once the Internship content is finalized and approved, it cannot be modified later.
3. The Internship content which is agreed mutually by QCC and BITM will be delivered by QCC
4. Additional Internship apart from the agreed content, is recommended/requested by any BITM campus will be charged additionally based on subject and its content.



12. Internship Mode-Agreed Technical Internship & Internship will be conducted offline at BITM Campus.

13. Placements-Placement assistance are provided for all the students who undergo internship from QSpiders.

a. Exit terms:

1. The minimum locking period for this agreement will be 1 year from the date of signing MOU.
2. Both the parties can exit from the agreement if other party services are not satisfied.
3. If QCC wished to exit the agreement, it will complete the current running Internship schedule and then exit.
4. If QCC wished to exit the agreement, advance amount shall not be refundable and also any additional Internship fee has to be paid by BITM till the date of termination of agreement.

14. Arbitration:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement. Or All disputes, questions or differences etc., arising in connection with this agreement Shall be referred to a sole arbitrator to be nominated by both the Parties. The arbitration proceedings shall be in accordance with & subject to Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties to this agreement. The venue of such arbitration shall be at Bangalore.

Annexures Enclosed

Note-This Internship Programme is initiated under CSR Activity



For

Dr. Director,  
BITM, Karnataka

Name-Y J Prithviraj

Designation:Deputy Director, BITM



Designation: QSpiders Campus business head



9513684738 / 9663035838 / 8951922956



info@campus.qspiders.com



01, Hayavadana Rao Rd, Basappa Layout, Gavipuram Extension,  
Kannanaguda Nagar, Bengaluru, Karnataka 560019





## Annexure-1

Qspiders Campus Connect offers Internship program. For 2023 Passing Batch

<u>Batch</u>	<u>Subject</u>	<u>Duration</u>	<u>Internship Mode</u>
<u>2023 Batch-1</u>	<u>Java</u>	<u>15 Days</u>	<u>offline</u>
	<u>SQL</u>	<u>5 Days</u>	
	<u>Hibernate</u>	<u>5 Days</u>	
	<u>Spring</u>	<u>5 Days</u>	

<u>Batch</u>	<u>Subject</u>	<u>Duration</u>	<u>Internship Mode</u>
<u>2023-Batch-2</u>	<u>Java Script</u>	<u>15 Days</u>	<u>offline</u>
	<u>React JS</u>	<u>15 Days</u>	

<u>Batch</u>	<u>Subject</u>	<u>Duration</u>	<u>Internship Mode</u>
<u>2023-Batch-3</u>	<u>Java</u>	<u>15 Days</u>	<u>Offline</u>
	<u>SQL</u>	<u>7 Days</u>	
	<u>Programming</u>	<u>8 Days</u>	





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info@campus.qspiders.com



01, Hayavadana Rao Rd, Basappa Layout, Gavipuram Extention,  
Kempegowda Nager, Bengaluru, Karnataka 560019

	<p align="center"><b>MEMORANDUM OF UNDERSTANDING</b></p> <p align="center"><b>(MOU)</b></p> <p align="center">Between</p> <p align="center"><b>Ballari Institute of Technology &amp; Management (BITM) , Ballari</b></p> <p align="center">and</p> <p align="center"><b>Sri Sankarananda Giri Swamy Degree College,(SSGS) Guntakal on</b></p> <p align="center"><b>18th June 2022</b></p>		
<p align="center"><b>Ballari Institute of Technology &amp; Management. Ballari.</b></p> <p align="center"><a href="http://www.bitm.edu.in">www.bitm.edu.in</a></p>	<p align="center"><b>Sri Sankarananda Giri Swamy Degree College,(SSGS) Guntakal .</b></p> <p align="center"><a href="https://ssgsdc.in/index">https://ssgsdc.in/index</a></p>		
(Will be referred as “BITM” in MoU)	( Will be referred as “SSGS DC” in the MoU)		
<p><b>As per discussion held between the two parties, following points were mutually agreed upon:</b></p>			
<p><b>Preamble:</b></p> <p><b>BITM and SSGSDC</b> Aim to establish and develop a close partnership to promote academic and co-curricular exchanges between the two Institutions through natural assistance, especially, in the area of teaching and exchange program.</p> <p>This MOU will be in force when the Director/Principal/Vice-Principal/Registrar/Chairman/ any other competent authority of <b>BITM</b> and <b>SSGSDC</b> sign this MOU and any future changes/modification etc will be done when both the signatories sign the same.</p>			

**Area of Co-operation:**

- Joint research activities will be taken up by both the parties. The focus area would be to develop a strong research culture, work on possible synergy on joint research framework, usage of latest statistical tools and identifying areas of research activities of national interest and further work on the same. Most of the initial activities can be done with the support of Technology, Email/Webex/ Skype/Telephone or in person too based on the requirements physical movements of faculties and students also would be encourage.
- Quality Enhancement programs such NAAC, NBA workshops.
- This MOU includes the provision of Faculty Student exchange, Joint conference /Seminar/ Workshop/Faculty Development Programs, Student Development Programs and other area of extension activities.
- Initial period of engagement would be of 5 years. Further engagement is subject to consent from both the parties.
- This Collaboration is for the mutual development and do not carry any monetary benefits.

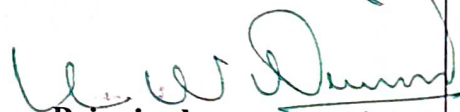
**Note: Legal aspects subject to Ballari Jurisdiction.**



**Director/Chairman  
BITM**

Director

**Ballari Institute of technology & Management  
Bellary**



**Principal**

**SSGSDC**

**GUNTAKAL**





MEMORANDUM OF UNDERSTANDING  
(MoU)

Between

**BALLARI INSTITUTE OF TECHNOLOGY &  
MANAGEMENT (BITM)**

&

**PATIL DEGREE COLLEGE FOR WOMEN,  
SINDHANUR - 584128.**



**Ballari Institute of Technology &  
Management, BALLARI**

[www.bitm.edu.in](http://www.bitm.edu.in)

**Patil Degree College For Women,  
SINDHANUR**

[www.duddupudi.in](http://www.duddupudi.in)

(Will be referred as the "BITM" in MoU)

( Will be referred as "PDCW" in the MoU)

**As per discussion held between the two parties, following points were mutually agreed upon:**

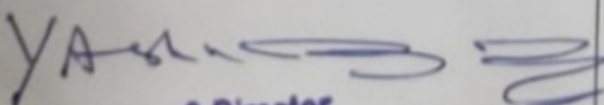
**Preamble:** BITM and PDCW. Aim to establish and develop a close partnership to promote academic and co-curricular exchanges between the two Institutions through natural assistance, especially, in the area of teaching and exchange program.

This MOU will be in force when the Director / Principal / Vice-Principal / Registrar / Chairman / any other competent authority of BITM and PDCW sign this MOU and any future changes/modification etc. will be done when both the signatories sign the same.

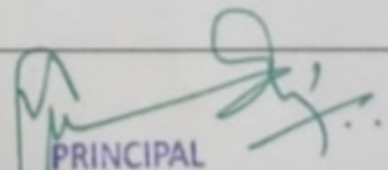
**Area of Co-operation:**

- Joint research activities will be taken up by both the parties. The focus area would be to develop a strong research culture, work on possible synergy on joint research framework, usage of latest statistical tools and identifying areas of research activities of national interest and further work on the same. Most of the initial activities can be done with the support of Technology, Email / web Ex / Skype / Telephone or in person too based on the requirements physical movements of faculties and students also would be encourage.
- Quality Enhancement programs such **NAAC, NBA** workshops.
- This MOU includes the provision of faculty student exchange, joint conference / seminar / workshop / Faculty Development Programs, Student Development Programs, Placements and other area of extension activities.
- Initial period of engagement would be of **5 years**. Further engagement is subject to consent from both the parties.
- This Collaboration is for the mutual development and do not carry any monetary benefits.

**Note: Legal aspects subject to Ballari Jurisdiction.**



**Chairman & Director  
Director/Chairman Management  
Ballari Institute of Technology & Management  
BITM  
BALLARI**



**PRINCIPAL  
Patil Degree College for Women  
Sindhanur - 584128**

**MoU Institute with seal  
PDCW**