



## Memorandum of Understanding (MoU) for Industry Academia Collaboration

This Memorandum of Understanding ("MOU") for general cooperation is entered into an effective as of 03 March 2023 by and between:

Entuple Technologies Pvt. Ltd., having its registered office at #2730, Trikannika, 80 Feet Road, Opp. C M H Hospital, HAL III Stage, Indiranagar, Bangalore – 560038. hereinafter referred to as "COMPANY", which expression shall, unless it is repugnant to the context thereof be deemed to include all its successors and assignees represented by its board of Directors of the FIRST PARTY.

AND

"Kammavari Sangha Institute of Technology" hereinafter referred to as "INSTITUTION" which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees represented by its Registrar of the SECOND PARTY.

COMPANY AND INSTITUTION shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties"

Now, therefore this MoU witnesses:

### I - PURPOSE

Entuple & KSIT hereby establish this memorandum of understanding (MOU) to express their desire to work together in areas of skill development and capacity building activities for students & faculty.

Entuple & KSIT wish to explore a mutual beneficial relationship to:

- Facilitating Industry and Academia interactions for the benefit of upskilling faculty on a regular basis and to ensure that they impart the relevant technology foundation and application skill to students using the appropriate teaching methodology, tools and infrastructure time to time.
- Drive skill development focused value-added courses, job-oriented courses to students to assist them to acquire the skill desired by industry.
- Providing industry relevant project ideas for student projects
- Providing industry relevant R & D project ideas for faculty projects

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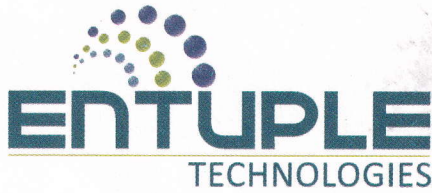
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**Entuple Technologies Pvt. Ltd.**

#2730, "TRIKANNIKA" 80 Feet Road, Opp CMH Hospital, HAL III Stage, Indiranagar, Bangalore - 560038, INDIA

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## II - ROLES AND RESPONSIBILITIES

This MOU sets forth the general roles and responsibilities that the parties propose to follow as they cooperate in the exchange of information in order to collaborate further in the areas which are mutually beneficial to the charter and mission of both Entuple & KSIT

The broad areas of engagement that have been identified as part of this general cooperation agreement are:

- A. Entuple & KSIT will endeavor to set a joint agenda on an annual basis in aid of implementing the purpose.
- B. Entuple will work with KSIT as Industry Partner for competency/skill development activities

### COMPANY Responsibilities:

- A. ENTUPLE to support KSIT as Industry Partner in VLSI, RF, IOT, Mechanical FEA and allied areas of mutual interest
- B. Entuple to support KSIT in framing/upgrading curriculum in the aforementioned technologies as industry partner.
- C. Entuple to support short term courses/ training cum internship programs and/or Career Builder Programs for students to increase awareness on VLSI, RF, IOT, Mechanical FEA, and allied technologies
- D. The duration, schedule, commercials, and revenue sharing of all training programs are jointly devised by COMPANY AND KSIT

**INSTITUTION Responsibilities:**

1. KSIT to be responsible for providing Hardware - PCs & networking, basic Operating systems software & pertinent equipment & software required for FDP/Short Term Courses & Training cum Internship Programs at campus
2. KSIT to encourage faculty and students to actively participate in FDP and training programs driven jointly.
3. KSIT shall commit a minimum of 100 students per annum for the training programs
4. KSIT shall designate a faculty coordinator for all training programs to coordinate with COMPANY in scheduling, execution of all training programs
5. KSIT shall make payment to the COMPANY the training charges as per mutually agreed terms & conditions

**IV Training Programs, Mode of delivery and Revenue Share Metrics**

**Mode of delivery**

**Online - Training administered using Video Conferencing Solution**

**Onsite - Training administered at Entuple Facility or the Institution**

- a. **Short Term Courses (Online/Onsite) - Upto 5 days**
- b. **Training cum Internship Programs for students (Online and Onsite): Upto 4 weeks**
- c. **Career Builder Programs (Online/Classroom): Upto 4 months  
Excluded from Scope of MOU**



### Revenue Share Metrics

Sl #	Minimum Students Per Batch	Discounts / Revenue Share - <Institution>
1	10	10% on the List Price*
2	20	15% on the List Price*

Sln0	Minimum Students Per Annum	Revenue Share - <Institution>
1	100	5% on the Total Revenue Collected*
2	150	10% on the Total Revenue Collected*

### On site Programs

Additional 5% discounts - Terms and Conditions applicable (please refer to the Annexure1)

- Exclusive of Taxes

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#### **V Activities Benefitting Host institution under MoU**

- 1) KSIT can conduct free Webinar/workshop in association with Entuple Technologies as per mutually agreed schedules and mode of operation
- 2) KSIT can conduct paid Faculty Development Program (FDP), Short Term Training Programs (STTP), Training cum Internship Program, Career Builder Programs in association with Entuple. These programs are aimed at providing industry skills in campus and boost competency and employability of students.
- 3) The cost of all training programs is decided mutually by INSTITUTION & COMPANY.
- 4) The minimum batch size for all training programs and number of batches per annum as per mutually agreed terms and conditions.
- 5) All customized training programs cost is subject to level of complexity and expertise level as per the discretion of Entuple
- 6) All the training information will be sent to the mail id given by the institution.
- 7) Entuple shall support one day Career guidance program every year either onsite or online for Institutions that fulfil the minimum number criteria.
- 8) Entuple technical team will provide support for institutions in forming and upgrading the curriculum
- 9) COMPANY shall accommodate students from KSIT for industrial visits and technical discussions at a mutually agreed terms and conditions. The field visits to serve the industrial exposure to faculty and students of KSIT

#### **VI - INTELLETUAL PROPERTY**

- a. The term "intellectual property" as used herein means all intellectual property, whether or not capable of being registered, including but not limited to patents, copyright, computer software, code, design, chip technology rights, mask works, trade secrets, know how technique, methodologies, trademark, service mark, logo, trade name and corporate names.
- b. It is hereby expressly clarified that any intellectual property independently created by KSIT /its faculty/Student at the Entuple center for excellence which is not derived from and does not embody Entuple intellectual property or Entuple confidential information shall vest solely with KSIT, and Entuple shall not be entitled to the same unless and until specifically agreed upon prior to or during the engagement.



## VII - RELATIONSHIP

KSIT understands and acknowledges that its relationship with COMPANY or its affiliate will be that of an independent principal and nothing in this agreement is intended to or should be construed to create a partnership, joint venture, agency or employer-employee relationship and neither party shall have any authority of the other otherwise than as strictly provided herein

## VIII - TERMS AND TERMINATION

- 1) This MoU shall become effective from the date hereof and shall remain in force unless terminated in accordance with provisions for a duration of 2 years.
- 2) Entuple and KSIT may extend the areas of collaboration on mutual discussion, agreeable terms, and conditions time to time.
- 3) Institution shall be provided by a unique id and students needs to enter the ID number while making the payment for any of the programs conducted/supported by Entuple
- 4) All programs should be published in KSIT website and social media channels/notice board or through email or other channels of communication to all students all times.
- 5) The MOU shall be renewed for the consecutive year only if - Minimum number of training programs with agreed batch size is facilitated by KSIT and executed by INDUSTRY at mutually agreed terms and conditions
- 6) The MOU shall be renewed after every two years.
- 7) This MoU may be terminated by either party hereto if another party commits material breach or default in performance of its obligations hereunder and the same (if capable of being remedied), has not been cured within 30 (thirty) days of receipt of written notice of such breach or default.
- 8) In case of termination of agreement by KSIT , the institution is obliged to give an undertaking stating that any part of training content IP including source content, illustrations, design case studies will not be used/reproduced in any format without prior written permission for any training related activities the institution might choose to offer and execute either independently or in collaboration with any other

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3<sup>rd</sup> party. Violation of this may warrant legal implications subject to the discretion of Entuple Technologies Private Limited, Bangalore.

- 9) The termination hereof shall not serve to release a Party from the performance of such of its obligations as may have arisen prior to termination.

In WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives as of the MOU effective date above.

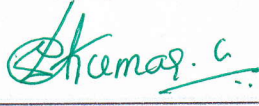
**WITNESSES:**

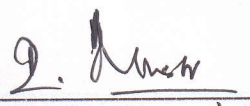
**For KSIT**

**For Entuple Technologies Pvt. Ltd.**

Name: Dr. Dilip Kumar K  
Designation: Principal & Director

Name: Mr. Ramarao Nagesh  
Designation: Head - Training

Signature:   
Date: 03 March 2023

Signature:   
Date: 03 March 2023

PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109



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