



**WHEREAS** "CONFLUENCE" an opensource project is the brain child of Shri. Arun Kumar who is the Chief Evangelist and Chief Technical Architect of "CONFLUENCE".

**WHEREAS** This project will be incubated by Shri. Arun Kumar in KSIT as KSIT's opensource initiative wherein Arun Kumar will be the Chief Architect of the Project.

**WHEREAS Party-2** agrees that this project and any and all contributions made by it to this project by the faculty, students or any person connected with KSIT herewith shall be kept opensource under the MIT 0 License (which is the MIT No Attribution License) on public repositories, but not limited to, GitHub, Apache Foundation and others that are relevant at that time on any such fully open platforms that are accessible to the public at large.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS**, for the purposes of this agreement:

**1.1. "Agreement"** has the meaning set forth in the preamble.

**"MIT No Attribution License"** means whereby permission is hereby granted, free of charge, to any person obtaining a copy of this Opensource Software and associated documentation files (the "Opensource Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, execute, host as SAS, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so. The software is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or architects be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

**1.2. "Effective Date"** has the meaning set forth in the preamble. It is the start date for this Agreement where all rights and obligations herein become operational and enforceable.

**Effective Date : 27-05-2024**

Duration of agreement period 3 years from the date of effective date.

**1.3. "Opensource Software"** means software "CONFLUENCE" is an opensource project under MIT License 0 which is the MIT No Attribution License. It is a platform alongwith plugins that deals with Digital Twins for Internet of Things, wearable computing being one of the areas. It encompasses Artificial Intelligence/ Machine Learning, Cloud along with regular Application Software. It shall encompass supporting all surfaces, butis not limited to, mobile, web, desktop, tablet and TV with IoT Gateways, sensors/ devices and interacting with the Cloud that has Artificial Intelligence and Machine Learning as well and any ancillary data files, modules, libraries, tutorials, or demonstration programs.

**1.4. "Unrestricted Use"** means use of the Opensource Software by any user for any purpose. **Party-2** can use "CONFLUENCE" and the **Party-2's** faculties and students contributing to this project shall keep this project opensource in perpetuity in public



repositories like, but not limited to, GitHub, Apache Foundation and others that are relevant at that time on any such fully open platforms that are accessible to the public at large.

**1.5. Rights of Party-1 or Party-2:** Party-1 or Party-2 is free to use this software developed under "CONFLUENCE" under the "MIT No Attribution License" like any other person.

**1.6. "Open Source"** means the Definition as prescribed by the Open-Source Initiative.

**2. DEVELOPMENT GRANT.** Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Party-1 hereby consents with Party-2 to develop CONFLUENCE, solely for defined Unrestricted Use adhering to "MIT No Attribution License".

**2.1. Scope of Access and Use.** Third party users can install, use, and run an unlimited number of copies of the Opensource Software on any device or network.

**3. TERM.** The term of this Agreement commences as of the Effective Date and will continue in effect indefinitely until termination, pursuant to the Termination section under this Agreement and the Opensource Software developed by the parties shall be an "MIT No Attribution License" basis in perpetuity under the CONFLUENCE project initiative.

**4. TERMINATION.** This Agreement may be terminated at any time:

**4.1.1.** Either party (Party-1 or Party-2) can terminate their contributions to this Opensourceinitiative and must give prompt 30 day written notice to the other Party.

**5. GENERAL PROVISIONS.**

**5.1. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties.

**5.2. Notices.** Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours. Any notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to Parties as follows:

**5.2.1.**

**Party-1**

**Address:** J4 Sky, Wilasa Grand Villaments, Doddakallasandra, Off Kanakapura Road, Bengaluru - 560062.

**Email:** arunkumarkumathalli@gmail.com

**Party-2**

**Address:** No.14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560109

**Email:** cse@ksit.edu.in





**5.3. Governing Law.** This Agreement is governed by and construed in accordance with the Laws of the territory of the Republic of India without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction.

**5.4. Arbitration.** Unless all Parties agree otherwise, if any dispute arises between **Party-1** and the **Party-2** at any time, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the same shall be referred to a sole Arbitrator who shall be an independent and neutral third party appointed exclusively by the **Party-1**. **Party-2** shall not object to the appointment of the Arbitrator so appointed by the **Party-1**. The place of arbitration shall be Bangalore, Karnataka, India. The Arbitration & Conciliation Act, 1996 shall govern the arbitration proceedings. The arbitration proceedings shall be held in the English language. Parties hereby irrevocably waives, to the extent permitted by law, all rights to trial by way of civil suits and all rights to bring or participate in a multi-party action in any action, proceeding, or counter-claim arising out of or relating to this agreement. All claims and disputes arising out of this agreement must be arbitrated on an individual basis and not on a class basis. Any dispute, claim, or cause of action arising out of or relating to this agreement must be commenced within forty-five days after the cause accrues; otherwise, such cause of action will be permanently barred. This provision will survive the termination of this Agreement.

**5.5. Further Assurances.** The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.

**5.6. Amendment and Modifications.** This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

**5.7. Waiver.** No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.

**5.8. Severability.** If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and





enforced as so limited.

**5.9. Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Opensource Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules, attachments, appendices, or any other documents incorporated herein by reference; (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and (iii) any other documents incorporated in this Agreement by reference.

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the date affixed to each signature.

**Party-1: BAYMAP SYSTEMS**

Signed: Arun Kumar ck.

Date: 27/05/2024

Name: Arun Kumar C K

Title: Chief Architect

For BAYMAP SYSTEMS  
DIRECTOR

**Party-2: K. S. INSTITUTE OF TECHNOLOGY**

Signed: D Kumar

Date: 27/05/2024

Name: Dr. Dilip Kumar K

Title: Principal/Director, KSIT

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

Signed: Dr. Rekha B Venkatapur

Date: 27/5/2024

Name: Dr. Rekha B Venkatapur

Title: HOD-CSE, KSIT

**MEMORANDUM OF UNDERSTANDING**

**Between**  
**Rubixe, a brand of THINK AHEAD INNOVATIONS PVT. LTD**  
**And**  
**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY**  
**for**

**Collaborative R&D in the area of Artificial Intelligence and Machine Learning**

This Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into on this day September 22, 2022 \_

**BY AND BETWEEN**

Department of Artificial Intelligence and Machine Learning jointly with Department of Computer Science and Engineering, KS Institute of Technology, Raghuvanahalli, Bangalore – 560109 (hereinafter referred to as the "**Department**", which expression, unless repugnant to the context and meaning therein, shall mean and include its successors, representatives, nominees and assigns);

**AND**

M/s **Rubixe, a brand of THINK AHEAD INNOVATIONS PVT. LTD.**, a company incorporated under the laws of India, having its registered office at 3rd Floor, Opposite to Godavari Hotel, Kudlu Gate, Bengaluru, Karnataka 560068, www.rubixe.com, represented by its Program Manager Mr. Deepak D (herein after referred to as the "**Company**", which expression, unless repugnant to the context and meaning therein, shall mean and include its successors, representatives, nominees and assigns).

The term "Company" and "Department" are individually referred to as such or a "Party" and collectively referred to as the "Parties".

**WHEREAS**

**A.** The Company, an Industry, engaged in the business of Rubixe™ is a global technology company specializing in disruptive technologies – Artificial Intelligence (AI), Machine Learning, Robotic Process Automation (RPA), Blockchain and Internet of Things (IoT). Rubixe's mission is to enable businesses to leverage the full potential of disruptive technologies to stay competitive in the market.

**B.** The Department, engaged in delivering higher education in the field of Computer Science, Artificial Intelligence and Machine Learning, strives to enhance and strengthen its Industry-Institute Interaction and has taken various initiatives to complement its educational excellence to meet the industry needs, has entered into various collaborative arrangements with other parties to enhance the knowledge and skills of the students.

**C.** The Parties are desirous to enter into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained



herein.

## 1. AREAS OF COLLABORATION

1.1 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 following areas:

- Setting up Centre of Excellence in the college campus
- Plan and select Innovative Project ideas
- Prepare and Conduct Value Added Courses with faculty and students
- Seminars/Webinars/ Open Discussion with faculty and students

1.2 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.

1.3 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.

1.4 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. DURATION AND TERMINATION

2.1 This MOU is for a period of three year with effect from September 22, 2022. It can be extended further by mutual consultation and agreement.

2.2 It is agreed between the Parties that though this MoU is arrived at to facilitate co-operation for enhancing the quality of education in the area of Industrial applications, if, during the term of this MoU, for any reason the objective is not achieved or achievable, this MoU shall be terminated by either of the Parties, by giving a 30-day written notice to the other Party and no Party under this MoU shall have any kind of claim against the other Party.

2.3 Notwithstanding anything contained herein, either Party may terminate this MoU without cause by serving advance written notice of 60 days to the other Party.



2.4 Notwithstanding anything contained herein, either Party may terminate this MoU with immediate effect, in case of material breach of the terms of this MoU by the other Party

2.5 This MoU is on a non-exclusive basis and that both Parties are at liberty to enter into similar arrangements with any third party for similar purposes without notifying the same to the other Party.

### 3. FINANCIAL ARRANGEMENTS

3.1 This MoU shall not give rise to any financial obligation by one Party to another Party. Each Party shall bear its own cost and expenses in the implementation of this MoU.

3.2 Any payment offered to the student/s by the Company, whether stipend or otherwise, shall be directly paid by the Company to the student/s, and the Department will not be responsible for the payment/non-payment/delayed payment of any amount to the student/s.

3.3 If the Company requires help which requires extra time, resources or additional administrative cost, the company shall inform the Department beforehand.

### 4. CONFIDENTIALITY

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party( the Disclosing Party) to the other Party( the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

### 5. REVISION, VARIATION AND AMENDMENT

Either Party may request in writing a revision, variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU and shall come into force on such date as may be determined by the Parties.

### 6. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this MoU shall grant, imply or create in either Party any right, title or interest in or to the intellectual property, including but not limited to knowhow, inventions, patents, copyrights and designs, of the other Party. However, intellectual property developed by the joint efforts would be the joint property of the Parties and any financial benefits or otherwise arising out of it shall be shared proportionately by the parties in consonance with the efforts / inputs given





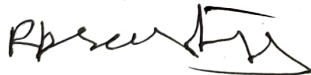
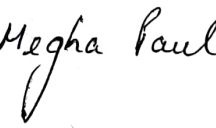
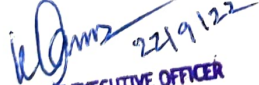
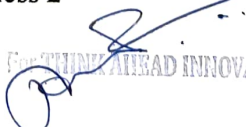


by them.

### 7. GOVERNING LAW AND DISPUTE RESOLUTION

The terms of this MoU is 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:

<p> Dr. Dilip Kumar Principal &amp; Director</p> <p><b>PRINCIPAL</b> <b>KS. INSTITUTE OF TECHNOLOGY</b> <b>BENGALURU - 560 109.</b></p>	<p> For <b>THINK AHEAD INNOVATIONS PVT. LTD.</b> Authorized Signatory From Rubix Authorized Signatory</p>
Date:	Date: 22/09/2022
Place:	Place: Bangalore.
Witness 1 Ravi P. R. Reddy Prof & Head, AIML KSIT 	Witness 1 Megha Paul 
Name of Coordinator, Witness 2  <b>CHIEF EXECUTIVE OFFICER</b> Member Secretary Academic Advisory Board K.S. Group of Institutions	Name of Coordinator Witness 2  <b>THINK AHEAD INNOVATIONS PVT. LTD.</b> Director / CEO, Rubix





**KSIT**  
K. S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**

Affiliated to VTU, Belagavi & Approved by AICTE, New Delhi, Accredited by NBA & NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 1/6/2021, by and between **Rapsol Technologies Pvt Ltd**, incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at no. 1036, 2<sup>nd</sup> floor, Sri Lakshmi Chambers, 26<sup>th</sup> Main, Jayanagar 4<sup>th</sup> block, Bangalore 560041, Represented by its **Managing Director Mr. Niranjan Balaji** (Hereinafter referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

**K. S INSTITUTE OF TECHNOLOGY**  
Kanakapura Road,  
Bangalore- 560109

**Represented by its Principal / HOD / Management**

Hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

### WITNESSETH AS FOLLOWS

- Rapsol Technologies Pvt Ltd Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S. INSTITUTE OF TECHNOLOGY, BANGALORE and RAPSOL TECHNOLOGIES.**
- The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in "A" above at the premises of first party or second party whose address is as mentioned above.
- The Joint Venture / Agreement will be run under their respective name and style.
- Both **K. S. Institute of Technology and Rapsol Technologies Pvt ltd** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIESHERETO AS FOLLOWS:

- This agreement is renewable after **FIVE** years from the date of initial agreement. The renewal of this agreement is subjected to mutual consensus between both the parties.
- FIRST PARTY'S OBLIGATIONS**  
First party shall provide the following towards the same:



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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

- Faculties / Guides to conduct Student Internship Program.
- Training on Web Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

### 3. SECOND PARTY'S OBLIGATIONS

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Co ordination for conducting the program

#### Illustration of the Program

##### Program Details:

- Program Title : Industry oriented Internship Program
- Duration : 30Days \* 6 Hours Per Day

##### Program Fees according to strength:

- Rs.5000 / Student ( min 50 Students)
- Rs.5500 / Student (40 - 50 Students)
- Rs.6000 / Student (30 - 40 Students)
- Rs.6500 / Student (20 - 30 Students)
- Rs.7000 / Student (10 - 20 Students)
- Rs.8000 / Student (5 - 10 Students)
- Rs.10000 / Student (1 - 5 Students)

##### Schedule of the Program:

- Training on Different Technologies and / Programming Languages / CAD tools - 2 weeks
- Exposure and work on Real time Projects - 1 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

##### Highlights of the Program:

- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring Of Students Performance on Daily Basis.
- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.



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- Certificate awarded at the end of successful completion.

#### 4. Fees Collection

- All the revenues generated from the prescribed course fees can be handed over to Rapsol technologies Pvt Ltd as per the above mentioned program fees, with 50% in advance 50% balance after the program completion.

#### 5. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator with in a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

Mr. Niranjana Balaji  
Managing Director  
Named First Party

For Rapsol Technologies Private Limited  
DIRECTOR

**RAPSOL TECHNOLOGIES PVT LTD**  
In the presence of,

Beena K

Prof. Beena K  
Asst. Professor,  
Dept. of CSE, KSIT





**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

SIGNED AND DELIVERED by within

Dr. Dilip Kumar K  
Principal & Director  
Named Second Party

**K S INSTITUTE OF TECHNOLOGY**

In the presence of,

- PRINCIPAL

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

Dr. Rekha B Venkatapur  
Professor & Head,  
Dept. of CSE, KSIT

*Head of the Department*  
*Dept. of Computer Science & Engg.*  
*K S Institute of Technology*  
*Bengaluru -560 109*



सत्यमेव जयते

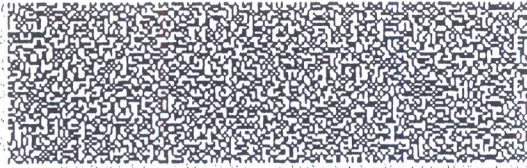
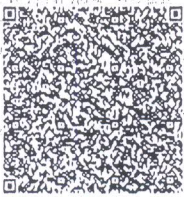
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA47368164833975U  
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 Purchased by : KSIT  
 Description of Document : Article 37 Note or Memorandum  
 Description : MOU  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : AVAALI SOLUTIONS  
 Second Party : KSIT  
 Stamp Duty Paid By : KSIT  
 Stamp Duty Amount (Rs.) : 100  
 (One Hundred only)



Please write or type below this line

Memorandum of Understanding

Between

K S Institute of Technology

And

Avaali Solutions Private Ltd

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using 'e-Stamp Mobile App of Stock Holding'. 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.



KARNATAKA GOVERNMENT OF KARNATAKA

This Memorandum of Understanding ("MOU") is entered into at effective as of 24.02.2022, by and between:

Avaali Solutions Private Ltd, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, SV Towers, #27, 80 Feet Road, 6th Block, Koramangala, Bangalore – 560095 and hereinafter unless the context otherwise requires be referred to as "Avaali".

And

K S Institute of Technology, having its registered office and campus at 14, Raghuvanahalli, Kanakapura Main Road, Bengaluru- 560109 hereinafter unless the context otherwise requires be referred to as "K S I T".

WHEREAS K S I T and Avaali having felt the need to provide the learners with the trainings which may lead to enhanced skills, Avaali and K S I T agree to collaborate through the Avaali Academic Initiative Program.

WHEREAS K S I T and Avaali agree that all discussions between K S I T and Avaali are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

Now therefore this MOU witnesses:

#### 1- DEFINITIONS

K S I T, shall include, unless repugnant to the context otherwise require, its associates-

\_\_\_\_\_.

"Faculty" hereby refers to Training Staff of K S I T

"Students" hereby refers to all the students of K S I T

"Program(s)" hereby refers collectively to Avaali Academic Initiative Program that includes initiatives like Process Mining, VIM Solution Management, Vendor Portal Management, Business Process Automation etc. for Engineering, IT & MCA students of colleges and Universities.

Academic Initiative Course as agreed with K S I T for which K S I T students or faculty members will receive raining

Software" or "Product" means the Avaali computer software packages identified for introduction  
in the Program

Courseware" hereby refers to books or education material given in any form like soft copies like PDFs etc.

## Perceived benefits of the collaboration

### a) K S I T

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class automation Software
- Opportunity to learn from the practitioners in the industry
- Opportunity to setup a joint and co-branded Lab on the campus with Avaali, focused on various specialty areas like Business Process Automation, process mining etc
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from Avaali time to time
- Opportunity to conduct various seminar and workshops with Avaali in the institution

### b) Avaali

- Availability of skilled resource pool armed with Automation Software skills that Avaali may want to evaluate for recruitment
- Propagation of Automation Software and technology knowledge & skill to various students and faculty members

## 3- TERMS AND CONDITIONS

### a) Courseware and Training

Avaali, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Academic Initiative courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by Avaali.

Under this MOU, K S I T also assures Avaali that it will enrol its students and/or faculty members taking Avaali Academic Initiative courses every year from the effective date of the signing this MoU provided that K S I T



Students qualify for enrolment based on passing assessment tests that Avaali will conduct. It will also be the endeavour of the K S I T management to initiate the process of Avaali Academic Initiative courses to be included in their curriculum in case it has not been included so far.

#### **b) Software & Hardware**

The application on which trainings shall be conducted will be provided by Avaali and shall be the responsibility of Avaali subject to K S I T provides the requisites Hardware and OS required to run these applications. The requisite Hardware and Operating System Details are listed in Annexure A below.

Any other related software requirements as well as incremental hardware requirements, as listed in Annexure A shall remain the responsibility of K S I T

#### **4 - BREACH OF MOU**

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

#### **5 – TERM AND TERMINATION**

The MOU shall be effective from the effective date, and shall be valid for a term of two (2) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case Avaali is providing training then Avaali to complete the batch in session irrespective of termination period / date, subject to all the payments and other obligations having been met by K S I T in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by Avaali, any software or courseware licenses granted to K S I T by virtue of this MOU, shall also stand automatically terminated without any further act of parties. K S I T will also return or destroy at Avaali's discretion, all material provided by Avaali including courseware slides, soft copy courseware provided by Avaali towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

## Limitation and Liability,

Obligations to make payments of amounts by K S I T that become due by virtue of this MOU, prior to termination.

## 6 – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other.

## 7 – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to the Head of K S I T and Business Development Head, Academic Initiative for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The status of any such arbitration shall be Bengaluru. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

## 8– GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

All shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on K S I T premises as well as training attendance records maintained by K S I T. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by Avaali.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by K S I T and will not be disclosed to any third party without the prior written consent of Avaali. Notwithstanding the foregoing, K S I T may make such disclosure to the extent required by law, court or statutory authority, in which case K S I T will promptly inform Avaali to allow Avaali a reasonable opportunity to obtain a protective order. Avaali and K S I T agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Provided that both parties agree to issue any press release, publicity or media interaction pertaining to this MoU signing or Avaali activities on campus which could be issued based on prior approval of the content from both parties. The use of Avaali Logo shall be subject to prior written permission by Avaali and under the terms of the applicable agreement such as Trade Mark License Agreement executed between K S I T and Avaali or Avaali's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

K S I T shall maintain at all times, a one-point contact for the Avaali trainings being conducted at the institution. Any change in the contacts below will be promptly notified to Avaali.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

For K S I T

Name: Dr. D. K. P. KUTAR - K

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

Signature: 

For Avaali Solutions Private Ltd

Name: SRIVIDYA KANNAN

Designation DIRECTOR

Signature: 



## Annexure A

### Hardware and Software required to run Applications

1. Minimum 4GB Ram and i5 processor
2. Storage space on HDD
3. Uninterrupted Power supply
4. Licensed version of Windows OS/Any other Legitimate OS



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K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**

Approved by AICTE, New Delhi; Affiliated to VTU, Belagavi, Karnataka; Accredited by NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 2/5/2021, by and between NILADVANTAGE TECHNOLOGIES PVT LTD incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at Niladvantage Technologies Pvt Ltd.

91Springboard,175&176,  
Bannerghatta Main Rd, Dollars Colony  
Bangalore, 560076

Represented by its **Managing Director Niladri Das** herein after referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

#### **K. S INSTITUTE OF TECHNOLOGY**

Kanakapura Road,  
Bangalore- 560109

Represented by its **Principal / HOD / Management** hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

#### **WITNESSETH AS FOLLOWS**

- A. NILADVANTAGE TECHNOLOGIES PVT LTD Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S INSTITUTE OF TECHNOLOGY, BANGALORE** and **NILADVANTAGE TECHNOLOGIES PVT LTD**
- B. The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in " A" above at the premises of first party or second party whose address is as mentioned above.
- C. The Joint Venture / Agreement will be run under their respective name and style.
- D. Both **K. S Institute of Technology and Niladvantage Technologies Pvt Ltd** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights



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# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : [principal.ksit@gmail.com](mailto:principal.ksit@gmail.com) / [principal@ksit.edu.in](mailto:principal@ksit.edu.in) | Website : [www.ksit.edu.in](http://www.ksit.edu.in)

on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. The agreement remains valid from 2/5/2021 to 4/5/2025. The renewal of this agreement is subjected to mutual consensus between both the parties.

**2. FIRST PARTY'S OBLIGATIONS**

First party shall provide the following towards the same:

- Faculties / Guides to conduct Student Internship Program.
- Training on Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

**3. SECOND PARTY'S OBLIGATIONS**

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Co ordination for conducting the program

**Illustration of the Program**

**Program Details:**

- Program Title : Java Developer/Software Associate/React Developer
- Duration : 1-2 Months
- Stipend : Based on Performance

**Schedule of the Program:**

- Training on Different Technologies and / Programming Languages - 1 weeks
- Exposure and work on Real time Projects - 3-4 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

**Highlights of the Program:**



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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

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- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring of Students Performance on Daily Basis.
- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.
- Certificate awarded at the end of successful completion.

#### 4. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator with in a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

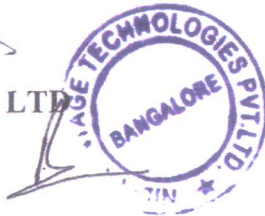
Named First Party

*Niladri D.*

NILADVANTAGE TECHNOLOGIES PVT LTD

In the presence of,

*Beena K*



SIGNED AND DELIVERED by within

Named Second Party

*DR. DILIP KUMAR K*

K S INSTITUTE OF TECHNOLOGY

In the presence of,

*Dr. Renuka B. Venkatarapu*

*Shuman G*  
PRINCIPAL

K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

*Renuka B. Venkatarapu*



**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

**ಕೆ.ಎಸ್. ತಾಂತ್ರಿಕ ಮಹಾವಿದ್ಯಾಲಯ**  
**K.S. INSTITUTE OF TECHNOLOGY**  
Approved by AICTE, New Delhi; Affiliated to VTU, Belagavi, Karnataka; Accredited by NAAC  
# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.  
Tel : 080 28435722 / 24, Fax : 080 28435723  
E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 30/9/2021, by and between Prinston Smart Engineers incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at Prinston Smart Engineers.

Prinston Smart Engineers,  
Electronic city, Begur Road  
Bangalore, 560068

Represented by its CEO Mr Asif herein after referred to as “THE FIRST PARTY”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

### **K. S INSTITUTE OF TECHNOLOGY**

Kanakapura Road,  
Bangalore- 560109

### **Represented by its Principal / HOD / Management**

Hereinafter referred to as (“THE SECOND PARTY”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

### ***WITNESSETH AS FOLLOWS***

- A. Prinston Smart Engineers Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S INSTITUTE OF TECHNOLOGY, BANGALORE and PRINSTON SMART ENGINEERS**
- B. The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in “A” above at the premises of first party or second party whose address is as mentioned above.
- C. The Joint Venture / Agreement will be run under their respective name and style.
- D. Both **K. S Institute of Technology and Prinston Smart Engineers** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding.





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Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The agreement remains valid from 30/9/2021 to 29/9/2025. The renewal of this agreement is subjected to mutual consensus between both the parties.

**2. FIRST PARTY'S OBLIGATIONS**

First party shall provide the following towards the same:

- Faculties / Guides to conduct Student Internship Program.
- Training on Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

**3. SECOND PARTY'S OBLIGATIONS**

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Coordination for conducting the program

**Illustration of the Program**

**Program Details:**

- Program Title : Introduction to Machine Learning with Python
- Program Title : Cyber Security
- Program Title : Full Stack Development
- Program Title : Introduction to Data Science with Python
- Duration : 1-2 Months
- Stipend : Based on Performance

**Schedule of the Program:**

- Training on Different Technologies and / Programming Languages - 1 weeks
- Exposure and work on Real time Projects - 3-4 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

**Highlights of the Program:**

- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring Of Students Performance on Daily Basis.



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- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.
- Certificate awarded at the end of successful completion.

#### 4. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator with in a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

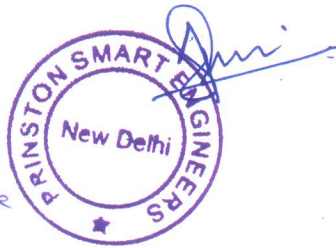
SIGNED AND DELIVERED by within

Named First Party

**PRINSTON SMART ENGINEERS**

In the presence of,

*Pr. K. Rameshwar*  
*Principal, KSSITM*  
*K. Ramesh*



SIGNED AND DELIVERED by within

Named Second Party

*DR. DILIP KUMAR. K*

*Dr. Kumar. K*

**K S INSTITUTE OF TECHNOLOGY**

In the presence of,

*[Signature]*  
CHIEF EXECUTIVE OFFICER  
Member Secretary  
Academic Advisory Board  
K.S. Group of Institutions

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



## 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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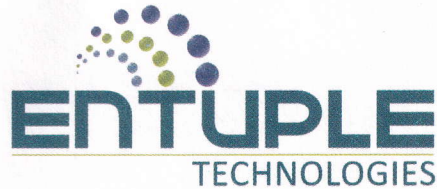
ENTUPLE TECHNOLOGIES PRIVATE LIMITED

1

### Entuple Technologies Pvt. Ltd.

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

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com



## 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

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ENTUPLE TECHNOLOGIES PRIVATE LIMITED

2

### Entuple Technologies Pvt. Ltd.

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

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com

www.entuple.com



### **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**

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3

#### **Entuple Technologies Pvt. Ltd.**

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

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com

www.entuple.com



### 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:**

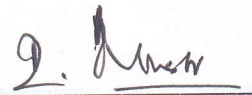
**For KSIT**

**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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**MEMORANDUM OF UNDERSTANDING  
KNOWX INNOVATIONS PVT LTD.,  
AND**

**K. S. INSTITUTE OF TECHNOLOGY BANGALORE**

**Purpose**

K.S. Institute of technology an Institution for Higher Learning & Research & **KNOWX INNOVATIONS PVT LTD IS** a Software, Embedded Hardware design & Telecom company with educational products & services, with one of its key focus on Research and Development in the field of Embedded Systems & Telecom . Both Parties recognize the value of the National dimension of the activities and the mutual development of Research, Teaching, Curriculum development; Extension and Quality Assurance activities.

Two Parties agree to commit the necessary and possible resources to explore opportunities for

- Exchange of staff and students
- Joint Research and Development and product development.
- Joint Research / Extension Publications
- Jointly organizing Workshops / Seminar / Conferences and participation of scientists through Institutional Alliance Programs.
- KSIT wants to collaborate with KNOWX Innovations Private Ltd., on specific areas such as
  - Technology Transfer issues
  - Collaborations in the sharing of academic data; scientific information; intellectual property, articles and publications.
  - Embedded System / VLSI / Digital Signal Processing/IOT/WEB/AI-ML, R&D and product development.
  - Curriculum & Content development for Learning & Training
  - Any other mutually agreed areas – like sharing of Technical Know- How; Corporate Alliance Program, building a quality talent pool, thereby bridging the gap between the Industry and academy.

A nodal scientist / officer will be nominated from both sides and he / she will be responsible to lead these developments and maintain appropriate communication through visits and regular contacts by e-mail.

#56, II Floor, Vijaynagar, Bangalore – 40 [www.knowxindia.com](http://www.knowxindia.com), Ph : 9886094611

A handwritten signature in blue ink, appearing to be "By" followed by a large, stylized flourish.

A handwritten signature in green ink, appearing to be "Kumar" with a stylized flourish.

## Background

**Knowx Innovations Pvt Ltd.**, was established in the year 2005 by a group of Tech-Savvy professionals with a multifaceted hardware and software background focused on engineering services and IT staffing solutions. **Having its registered office in #56 II flr,17<sup>th</sup> cross,8<sup>th</sup> main MC layout,Vijayanagar Bangalore-560040.**

KNOWX has in depth expertise in developing embedded and real-time software for various domains, including Multimedia, Automotive, Networking, Telecom, aerospace and defence, cloud, Wireless,IOT(Internet of things),Bigdata,AI and education. We specialize in Systems Design, Custom Software Development, Firmware, Data Mining, Data Analytics, and Driver Development. KNOWX has executed projects using most of the popular Embedded System chips and Operating Systems. Our strength in Embedded Systems Software and Hardware Design and Development makes us one stop partner for product development and R&D and capable of handling the entire development cycle from concept to final product realization.

**KSIT** has been in education for 25 years, offering all major professional courses through its colleges at a sprawling campus in Kanakapura Road Bangalore. The KSIT run with state-of-the-art infrastructure and provides an excellent academic atmosphere and encouragement to performing Students and staff under an enlightened and dynamic management. KSIT is willing to collaborate and Incubate Knowx Innovations Pvt Ltd in order to engage the students and faculty in research and development activities.

### It is agreed as follows:

1. Both the parties, whilst recognizing the integrity and policies of each other, agree to work together in a spirit of partnership towards achieving the following objectives:

#### Objective of Knowx Innovations Pvt Ltd

- Creation of technology based new enterprises,
- Creating value added jobs & services,
- Facilitating transfer of technology,
- Fostering the entrepreneurial spirit,
- Research & Development of New Projects/products,
- Speedy commercialisation of R&D output/product,
- Specialised services to existing SMEs.



**2. Internships for final Year UG/PG students as per the VTU guidelines. Here students are trained in various industry domains/technologies with hand on real-time projects**

Sl no	Activity	Fee	Min-No of students p
1.	Offering internships to UG (CSE & allied branches, ECE )students in IOT, Web Applications & Development,, AI/Machine learning, Embedded system Design. VLSI ,Full Stack WEB development	As per Discussion	As per Discussion

**3. Workshops with industry collaboration.**

Connecting students with industry is a vital component of this Program. The program collaborates with industry through practicum courses, seminars, workshops, and special events. The program's Industrial Advisory Board guides ensure students develop the knowledge and skills required to succeed in the industry.

**SEMINARS, WORKSHOPS, AND SPECIAL EVENTS**

Weekly/monthly seminars offer students the opportunity to interact with top industry leaders, experienced business management, entrepreneurs, venture capitalists, and small-business owners. Designed to introduce students to different aspects of business and industry, seminars also include a reception where students can talk one-on-one with speakers and network with their peers. KNOWX unique workshop series allows students to further develop business skills in an intensive, interactive environment. Topics selected through input from industry, program administrators, and students. Topics have included teamwork, negotiation, business etiquette, communication, and leadership.

High Lights of the workshops.

- Embedded systems design.
- Internet of things, Bigdata.
- Artificial Intelligence, Machine Learning, Python Programming
- Commercializing New Products
- Corporate Recruitments.

**4. KNOWX/KSIT – will provide all the materials to setup lab as below.**

Sl no	Lab Equipment	Numbers
1.	Computer systems	At college
2.	Embedded systems development boards for development IOT Development kits.	10 10
3.	Embedded software tools. IOT sensors for project development	10
4.	Miscellaneous components. Power supply/cables	Six sets

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*Handwritten signature/initials in green ink.*

## 5. Placement opportunity to trained students:

At Knowx Innovations Pvt Ltd, A software and hardware design solution company, we believe that building core technical skills for young minds have great potential to solve problems and create opportunities for the world. Our internship offerings have great potential to develop employability skills among the budding engineers and entrepreneurs. Internship programs are a doorway to their career journey. Our interns work on real time projects to solve real word problems while being closely mentored and coached by experienced employees. So that at the end of internship tenure, each intern will be optimistic to take up any challenges in their careers.

The company is associated with more than 300 MSME and 200 technology start-up companies in Bangalore and other parts of the country, we will arrange the campus recruitment drive for the trained engineers across the various domains. So far we have successfully placed more than 500 students during 2017-2018. There is a massive demand for skilled manpower in the industry for the fields like WEB APPLICATION DEVELOPMENT, IOT Architects, CLOUD applications, ANDROID & IOS DEVELOPERS, and DATA SCIENTISTS. MACHINE LEARNING, EMBEDDED SYSTEM ENGINEERS, Company is planning to have a mega campus recruitment drive for 2019 passed students.

### The objective of KSIT college.

- Opportunities for Industrial R&D
  - Exchange of Knowledge and Expertise in University Community
  - Source of R&D Funding
  - Consultancy Opportunities for Staff
  - Technology Transfer thru' Secondment/Internship for students.
  - Entrepreneurial Opportunities.
  - Curriculum Development
  - Adjunct Staff from Industry
2. **Intern Network.** KSIT to provides a talented, affordable work pool as interns for special projects on an adhoc or ongoing basis, on areas of particular use, but are not limited to, graduate level technology. KSIT should identify internship directors and establish a process that provides Knowx Innovations Pvt Ltd with the means to identify, screen, and recruit interns.
  3. **Non Disclosure Agreement by Interns:** Interns have to sign a Non - disclosure agreement with Knowx Innovations Pvt Ltd, Agreement contents will be shared along with this MOU as Annexure.
  4. **IP Rights:** Projects/Products developed & conceived during incubation at KSIT will be Joint property of Knowx Innovations Pvt Ltd and KSIT and will be patented if required.
  5. **Additional Facility Requirement from the Institution.**  
Infrastructure for high-speed data communication is an important feature in technology incubator facilities. Other desirable features include:
    - Minimum of 1200 to 2000 SFT of space.
    - Access to conference/training rooms.
    - Internal LAN/WAN cabling
    - 5 day a week, 6 hour day access

*Prakash C*

6. **Disputes:** If any dispute or difference cannot be resolved between the Parties by active, open and good faith discussion, the Parties will enter into mediation. However, this Memorandum of Understanding (MoU) may be terminated immediately by either party should this Memorandum be seriously breached by giving at least 3 months notice.
7. **Review:** The Parties will meet to review the operation of this MoU six months after signing, and at least annually after that.
8. **Amendment:** This MoU may be amended at any time by agreement in writing (including email) between the Parties.

### Partnership Values

The Parties agree to:

- Work as a team (“the Team”).
- Support each other in finding the most efficient ways to deliver the Project requirements.
- Be open, frank, honest and constructive in all dealings with each other.
- Share work equitably and reasonably, consistent with agreed arrangements.
- Use this MoU as a benchmark against which each Party, and the Team as a whole, can set its approach to potential issues of conflict between them as work progresses.

**Breach of Agreement** – ECE Department of KSIT shall have the right to terminate the agreement with **KNOWX INNOVATION PVT. LTD.** in case the either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with **KSIT** in any way.

### Term

This MoU commences on **5<sup>th</sup> Dec 2023**. Both Parties and will continue at least for three years until terminated by either of the Parties.

### Executed as a Memorandum of Understanding

Signed on behalf of *KSIT* by:


Signed on behalf of

*Knowx Innovations Pvt Ltd* by:

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

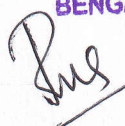


Name: Dr. Dilip Kumar K  
Position: Principal & Director

Name: Mr. **Bhimsen G V**

**PRINCIPAL**  
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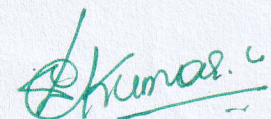
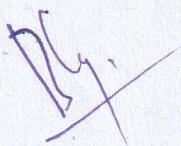
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*By*

*Dr. Kumar. C*

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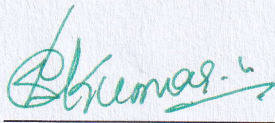
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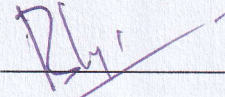
Signed on behalf of

*Knowx Innovations Pvt Ltd* by:

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_



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

Name: Mr. **Bhimsen G V**

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

Position: CEO KNOWX INNOVATIONS PVT LTD.,

