

BERKADIA

Memorandum of Understanding

Between

Berkadia Services India Private Limited


And

VARDHAMAN COLLEGE OF ENGINEERING

This memorandum of understanding is made on Date between Berkadia Services India Private Limited, 9th Floor, Block 2, DLF Cybercity Gachibowli Village, Plot No:129 to 132 Serilingampalli Mandal, Hyderabad AP 500019 and **VARDHAMAN COLLEGE OF ENGINEERING** situated at **Kacharam, Shamshabad - 501 218, Hyderabad, Telangana, India** . Review of this memorandum shall be made on or before Date, at which time this agreement may be extended, modified or terminated.

In order to promote co operation and advancement of Academic and Business Exchanges between Berkadia Services India Private Limited and **VARDHAMAN COLLEGE OF ENGINEERING** agree upon the following:

- 1.1 Berkadia Services India Private Limited & **VARDHAMAN COLLEGE OF ENGINEERING**, Joint Certification Program (JCP) to be offered as an optional course to the student along with the regular **B. Tech** course.
- 1.2 Berkadia Services India Private Limited would have the first right to interview and select students within the Academic Year for employment with Berkadia Services India Private Limited, from those who undergo this JCP.
2. Berkadia Services India Private Limited agrees to :
 - 2.1 Develop the JCP curriculum and communicate the same to **VARDHAMAN COLLEGE OF ENGINEERING**.
 - 2.2 Conduct / arrange for guest lectures for the portion of the curriculum provided in the annexure
3. **VARDHAMAN COLLEGE OF ENGINEERING** agrees to:
 - 3.1 Conduct lectures for the portion of the curriculum of JCP provided in the annexure
 - 3.2 Ensure infrastructure facilities / needs
4. The purpose of this Memorandum of understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.



BERKADIA

5. Provide training material, jointly developed between Berkadia Services India Private Limited and **VARDHAMAN COLLEGE OF ENGINEERING**, for the JCP being offered.
6. The offers will be made to the select students by Berkadia Services India Private Limited post successful completion of the course & exam.
7. Post acceptance of offer by Berkadia Services India Private Limited, the students shall not participate in the on campus placement process of any other organization thereafter.
8. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
9. Each institution shall designate a liaison officer to develop and co ordinate the specific activities agreed up on.
10. This Memorandum of Understanding imposes no financial obligation on either party.
11. Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the currency of this Memorandum of Understanding.
12. Each party shall keep confidential any information that it receives from the other party. Publication of any material that is jointly developed by the two parties will be considered as confidential and will not be shared in any public forum or with any third party, without prior consent / approval of the other in writing , obtained from the authorized signatory.
13. This memorandum shall remain in effect until terminated by either party.
14. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of understanding, basis discussion and up on mutual agreement between the two parties.

For **Berkadia Services India Private Limited**



Name – **Peter Samuel**

Designation – **Site Director**

Date: 23-08-2018

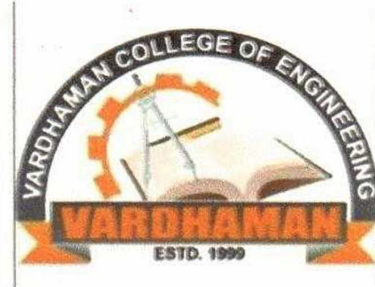
For **VARDHAMAN COLLEGE OF ENGINEERING**



Name – **Dr. S. SAI SATYANARAYANA REDDY**

Designation - **PRINCIPAL**

Date: 23-08-2018



MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Understanding is made on 18/07/2018, between **Think & Learn Pvt. Ltd (Byju's)**, herein referred to as "**Training Provider**" —having its office at #404, Manjeera Majestic Commercial, K.P.H.B Phase-1, JNTU - Hi Tech city road, K.P.H.B, Hyderabad-500072—and **Vardhaman College of Engineering**, having its campus located at Kacharam, Hyderabad, Telangana 500018, hereinafter referred to as "**Training Centre**", is represented by its authorized representative of the second part.

The Programme, for which this MoU is signed, is to be known as “**GRE Coaching**” by Byju’s, The Learning App.

Think and learn Pvt. Ltd. (Byju’s) GRE Offering:

Byju’s Classes proposes a goal-based, hybrid, GRE training program. Our training program will comprise 3 important components:

a) Tablet Device:

The student will be provided a Samsung/Lenovo tablet which comes with the following content:

- **100+ hours** of pre-loaded lectures (Internet connection is not required to view them).
- **1500+ questions** with video solutions and in-depth statistics tailor-made to improve one’s score (Internet connection is not required to view them).
- **Diagnostic Tool Kit** which will help the student in analysing his/her performance by identifying the mistakes’ pattern and in rectifying them (Internet connection is not required to view them).
- **5 adaptive mock GRE exams** ^{*} to simulate the GRE experience.
- **Membean Software** ^{*} — A scientifically acclaimed, adaptive, vocabulary building software that offers a guided, engaging, and multi-model vocabulary instructions to the students.
 - Reinforcement to help students retain what they learn.

*Please note that the students will be given online access to the Membean software and the GRE mock tests for a period 6 months

b) Physical Classes:

- The student will be provided additional support in the form of physical classes at the centres specified by the Training Provider.

- The Training provider will conduct on-campus classes if the number of enrolments exceed 30 students and the students show interest for the same.

c) Live Webinar Classes:

- The Training Provider will also provide access to live webinars which will deal with all the topics related to the course curriculum.
- These webinars shall be accessible throughout the duration of the course from Monday to Thursday.
- Students will also be provided with the recordings of live webinar classes in case they fail to attend them.

Additional and Value-Added Services Provided by the Training Provider:

- The Training Provider shall set-up an incubation centre to help the students by providing the guidance required for higher education and study abroad.
- The Training Provider shall regularly engage with the students through knowledge transfer activities by way of various closed circuit social groups created for the students specifically for this.
- The Training Provider shall conduct campus recruitment drive in your campus for students interested in participating in career placements. However, selection will purely be based on the student's merit.

Terms and Conditions:

Whereas the Training Centre is desirous of undertaking a joint project for the training and handholding components of the aforementioned scheme with the "Training Provider", the two parties of this Memorandum of Understanding, with the intention to be legally bound, accept the following terms and conditions:

a) Coordination and Contact Points:

- "Training Provider" shall provide a single point of contact for coordination on broad policy issues and matters related to centralized operations.

- "Training Centre" shall provide a single point of contact for coordination on all operational matters which include training, infrastructure, and all other aspects as per "Training Provider" guidelines.

b) Responsibilities of the Training Centre:

The Training Centre shall:

- Organize training activities under the Byju's Classes training Program as per the "Training Providers'" guidelines.
- Not make any financial commitment on behalf of the "Training Provider", nor shall take loans or create any other financial liability binding the "Training Provider" under this agreement.
- Have all the "Training Centre" employees related to this project on its payroll, and "Training Provider" shall have no legal, financial or any other responsibilities toward them.
- Conduct no such parallel activity which may be prejudicial to the interests of the said Scheme or "Training Provider".
- Provide the following basic infrastructural facilities:
 - I. Rooms to conduct training/counselling
 - II. Necessary furniture and power supply.

c) Responsibilities of "Training Provider":

The "Training Provider" shall:

- Develop and provide broad course outline to the enrolled students.
- Provide norms and guidelines wherever necessary.
- Be responsible for the logistics and operational aspects involving the training component of the aforementioned scheme.
- Provide timely clarifications regarding academic inputs and other necessary information to the Training Centre.

d) Exclusivity:

The training centre shall not allow any other training provider operating in the same category of

training either for training or for any other promotional activities into the campus as long as this MoU is in force.

e) Force Majeure:

In the event of the non-fulfilment of the contract terms and conditions, due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the Training Centre nor the "Training Provider" shall be held responsible for any loss or consequential loss.

f) Indemnity:

The Training Centre hereby agrees jointly and severally to indemnify "Training Provider", their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

Similarly, "Training Provider" shall be liable to indemnify/compensate the Training Centre on account of any losses arising due to the fault of "Training Provider".

f) Liabilities:

The "Training Provider" shall not, however, be liable for:

- Any payments of claims by employees of the Training Centre.
- Discharging any financial commitments made by the Training Centre.
- Any legal suit on account of demands concerning the infringement of copyright and other laws by the Training Centre which have no nexus with the object of the MoU being entered into.
- The Training Centre shall ensure that all of its software is legal. "Training Provider" shall not be responsible in any way for any liabilities arising out of the use of pirated software.

g) Breach of Agreement:

The "Training Provider" shall have the right to terminate the agreement with the Training Centre, in case the Training Centre either fails to provide the services successfully as

mentioned in the agreement, or violates any of the clauses mentioned in the MOU, or exploits the students or misuses the partnership with the "Training Provider" in any way.

h) Amendment to the Agreement:

The obligation of the Training Centre and the "Training Provider" has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for modifications of this Agreement. These modifications will be mutually discussed and agreed upon in writing.


i) Period of Validity:

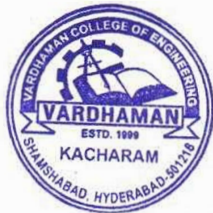
This agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

j) Arbitration:

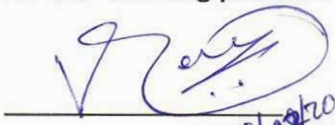

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

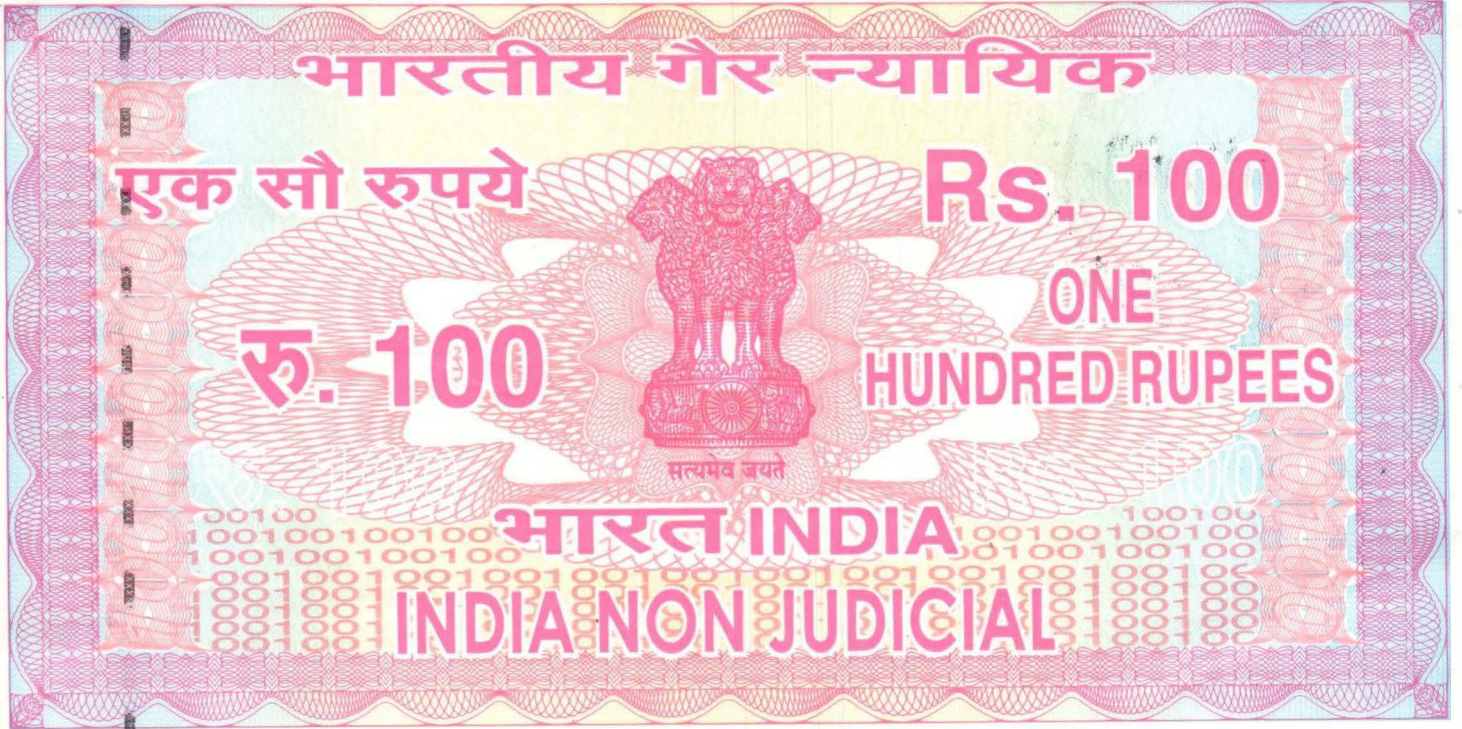
For the "Training Centre"


Dr. S. Sai Satyanarayana Reddy
B.E., M.Tech, Ph.D.
PRINCIPAL
Vardhaman College of Eng.
Shamshabad, Hyderabad.



For the "Training provider"


18/09/2018

V.V.K Rao V
Head – Business Development
A.P & Telangana



తెలంగాణ తెలంగాణ TELANGANA

P 052401

Sl. No. 26724 or 27668 or 100

Pay to P. Upender Reddy

Payable to N. Bal Reddy

For whom Vardhaman Education Society, Shamshabad

SHANKER SINGH
LICENSED STAMP VENDOR
LIC. No. 16-10-4/1992, REN. No. 16-10-09/2011
H. No. 13-6-431/C/53, MOGHAL KA NALA
RING ROAD, NEAR LANGER HOUS-500 004
HYDERABAD(SOUTH)DISTRICT
PHONE No. 040-23515463

RETAINERSHIP AGREEMENT

THIS AGREEMENT IS MADE ON THIS 23rd DAY OF JULY 2018

BETWEEN

Vardhaman College of Engineering (VCE) an existing Educational Institution Permanently Affiliated to JNTUH, Hyderabad and registered by DST as Scientific and Industrial Research Organization (SIRO) having its Registered Office at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 India through its Research & Development Activity, at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 hereinafter called "Vardhaman College of

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Authorised Signatory

Engineering (VCE)" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) of the ONE Part.

AND

M/s. L.S.DAVAR & CO., Patent Trade Mark Attorneys, 32, Radha Madhab Dutta Garden Lane, Kolkata - 700 010 Tel: 033 23633251, hereinafter called "Attorneys"(which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) on the OTHER PART.

(Attorneys and Vardhaman College of Engineering are also hereinafter collectively referred to as "Parties" and individually as "Party")

WHEREAS "Vardhaman College of Engineering (VCE)" also deals with various Research activities for which inventions, innovations, Trademarks, Copyright, designs etc are made regularly. To protect the Intellectual property rights created under such Research and Development, "Vardhaman College of Engineering (VCE)" is now interested in engaging the attorneys for utilizing their services on all Intellectual property related activities like drafting, filing and registration of patent applications and other related Intellectual property activities.

NOW THEREFORE, PARTIES TO THIS AGREEMENT hereby agrees and declares as follows:

1. That "Vardhaman College of Engineering (VCE)" hereby appoints and retains the Attorneys for the purpose of drafting, filing and registration of patent and other activities necessary to for such purpose. Indicative list of obligations of the Attorneys are provided in Annexure- I. The Attorneys shall perform such activities necessary for drafting, filing and registration of patent including but not limited to:

3/Jan/2017



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Authorised Signatory

(i) That the Attorneys will hold discussions with the representative(s) of "Vardhaman College of Engineering (VCE)" on all matters related to Intellectual Property Rights as and when required regarding drafting specifications and preparing the applications for patents, designs, trademarks and copyrights developed by "Vardhaman College of Engineering (VCE)", and file and process the same at the Indian Patent Offices at Calcutta or Delhi or Mumbai or Chennai as the case may be.

(ii) That the attorneys will prosecute all such applications till the applications result in the grant or refusal by any of the designated offices for Trade Mark, Design, Copyright and Patent or abandoned. They will also maintain the granted right as instructed by "Vardhaman College of Engineering (VCE)" so long as they are retained by "Vardhaman College of Engineering (VCE)". This will apply to both in respect of Indian and Foreign applications.

2. That Vardhaman College of Engineering (VCE) shall bear the expenses incurred by the Attorneys towards the cost of copy/copies of any citations referred to by the Patent Office during the processing of the applications.
3. That the Attorneys shall during the term of Retainership also handle all 'opposition' and 'infringement' matters on behalf of Vardhaman College of Engineering (VCE) and at the cost of Vardhaman College of Engineering (VCE) and render necessary advice.
4. That Vardhaman College of Engineering (VCE) shall be free to request the Attorneys, as and when necessary, to conduct name and subject matter, state-of-the art search amongst patents granted in India and offer necessary advice based on the search, and take up follow-up action as desired by Vardhaman College of Engineering (VCE).

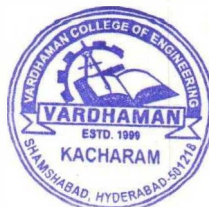


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5. That the patent specifications required by Vardhaman College of Engineering (VCE) based on the search referred to in para 4 will be at the Vardhaman College of Engineering's expense.
6. That the Attorneys shall also handle filing all applications for patents for Vardhaman College of Engineering in any country outside India and all expenses incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE). The bill consists of the foreign Attorney's fees for filing and prosecution, foreign Government fees, cost of citations, translation charges and Reserve Bank of India permission charges and 10% handling charges over and above the Associates Bill detailing the actual expenditure incurred. The foreign associates' bills in respect of foreign applications will be paid for in the first instance by the Attorneys and then only the claims will be forwarded to the Company so as to avoid the adjustments arising out of fluctuating foreign exchange rates.
7. That the Attorneys shall also obtain copy/copies of the foreign Patent Specification as and when requested by Vardhaman College of Engineering (VCE) and the expenses at actual incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE).
8. That for any work/discussions to be done out of head office, the stay of the Attorneys shall not generally be more than 2 (two) days from the time of departure to the time of return to their office and the travel, boarding and lodging expenses, incurred by them shall be borne by Vardhaman College of Engineering (VCE). The hotel stay and other incidental expenses will be as per Vardhaman College of Engineering Rules. In addition, the Attorneys shall charge a special charge Rs 5000/- per additional day of out-station stay.
9. That for work/discussion to be done at Calcutta Office of the Attorney, which includes technical discussions and/or discussions on the -

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filing/prosecution of an application, a consultation fee of Rs. 1000/- per day shall be charged.

10. All/any bills referred to in this agreement shall be paid by Vardhaman College of Engineering only after submission of the invoice with details of expenditure incurred and the purpose to Vardhaman College of Engineering.
11. That Vardhaman College of Engineering shall be free to consult the Attorneys regarding all matters connected with patents, design, Trade Marks and Copyright within the terms of this Agreement and the Attorneys shall also handle applications for registration of Designs for the Company as per conditions mentioned above regarding patents.
12. That this agreement shall be in force with retrospective effect for 3 years from Aug 2018 to July 2021.
13. That at the option of either party, the Retainer-ship Agreement may be renewed at the end of the stipulated duration of the Agreement as may be mutually agreed upon.
14. During the term of the Agreement the attorneys agree that they shall not act against the interest of Vardhaman College of Engineering (VCE), but shall give all the assistance favorable to the interest of Vardhaman College of Engineering and all transactions in this connection shall be held in utmost confidence. All confidential information passed on to the Attorneys by the Company either written or oral or otherwise such as by drawing etc. at anytime during the term of agreement, shall be kept always confidential by the Attorney even after the termination of the Agreement.
15. In the event of non-extension of the Agreement the attorneys shall immediately deliver all the documents and papers in their possession relating to the applications and/or oppositions in which Vardhaman College of Engineering is concerned. In the case of Patent, Trade

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L.S. DAVAR & CO

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Authorised Signatory

Marks, Design and Copyright applications, the attorneys' shall give all reasonable assistance in concluding the proceedings till the application is accepted or refused under patent law or until such time and under such terms as may be agreed between the parties.

16. Any dispute arising out of this Agreement shall be settled mutually.

17. The remuneration payable by Vardhaman College of Engineering to the Attorneys in respect of the various services to be rendered by them during the period of Retainership is specified in Schedule "A" indicating further therein the Government fees and other statutory fees presently applicable. The Government fees and other statutory fees are susceptible to periodic revision.

IN WITNESS WHEREOF, the parties hereto hereunto set their respective hands the day and year first above written.

FOR AND ON BEHALF OF

Vardhaman College of Engineering
PRINCIPAL

SIGNATURE: 

DATE: 23/07/2018

WITNESSES: 

Name: B. VENUGOPAL REDDY

Address: Kacharam, Shamshabad

FOR AND ON BEHALF OF

M/s. L S DAVAR & CO.,

SIGNATURE:

DATE: 14/9/18

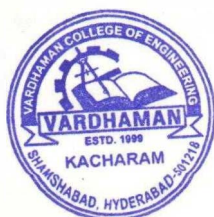
WITNESSES:

Name:

Address:

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Authorized Signatory





RajaniKanth Aluvalu <rajanik.rkcet@gmail.com>

Your Oracle Academy Renewal: Membership Details

1 message

storeadmin_ww@oracle.com
<storeadmin_ww@oracle.com>
Reply-To: donotreply@oracle.com
To: rajanik.rkcet@gmail.com

Tue, May 14, 2019 at 12:15
PM

ORACLE Academy

Dear RAJANIKANTH ALUVALU,

We have good news! Your Oracle Academy order has been processed and the membership renewal for VARDHAMAN COLLEGE OF ENGINEERING is now complete. Information about your renewal is below:

Order Details

- **Order Number:** 38153768
- **Customer Support Identifier (CSI):** 20658724
- **Order Date:** 14-MAY-19
- **Institution Name:** VARDHAMAN COLLEGE OF ENGINEERING
- **Faculty Name:** Rajanikanth Aluvalu

Description

- **Academy Software Bundle**
- **Oracle Premier Support**

CSI Information

Your CSI number, noted above, is renewed and active for My Oracle Support access. For more information regarding support, visit Oracle Support Resources.

We encourage you to visit the Oracle Academy website and explore what's new with Oracle Academy and take advantage of the many resources that are available to you as part of your Institutional membership.

If you have any questions please contact us.

Best regards,
Oracle Academy

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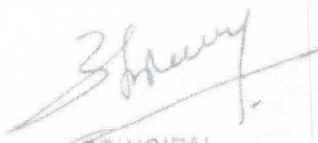
This is a system generated message. Do not reply to this message. You are receiving this email as a result of your current relationship with Oracle.

SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Authorized Signatory Details</u>	<u>Details of Contact Person</u>	<u>Location Name</u>
Vardhaman College of Engineering Autonomous	Vardhaman Educational Society	Kacharam, Shamshabad, Hyderabad, Telangana, India, 501218	Dr. S. Sai Satyanarayana Reddy Principal	Dr. H. Venkateswara Reddy CSE HOD hodcse@vardhaman.org 9491872367	Hyderabad

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01.06.2018


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed

a. General Facilities

- i. Furnished IT lab/s with furniture
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation/supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service with TCS and/or its Authorized Personnel as and when required.
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable

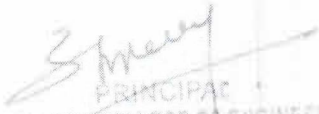
- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. Fees:

- a. TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP centre is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available.
- b. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
1	Test centre Administrator	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1550 per day
2	IT Managers	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1550 per day
3	IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs.900 per day
4	Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1000 per day	Rs.1100 per day
5	Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs.650 per day

TCS/ its Service Provider shall pay the aforesaid charges basis actual invoice received from the LISP


PRINCIPAL
SR. JAVAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

- c. Other Reimbursements Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below.

#	Description	Price
1	Surveillance Camera facility to record a session	Rs. 10 per node per day
2	Print Per Sheet	Rs. 1 per sheet

- TCS shall pay food expenses to LISP maximum upto Rs. 4 per candidate as per exam specific guidelines for providing food to TCS &/or LISP staff and Observers from examination conducting body on the day of the examination.
- TCS shall pay maximum upto Rs. 2 per candidate as per exam specific guidelines to the LISP towards miscellaneous expenses incurred during the day of the examination.

- d. Diesel Generator Cost: LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 4.5 per candidate

Number of Shift	Single Shift	Double Shift	3 or More Shift
Minimum Amount:	Rs. 800	Rs. 1,500	Rs. 2,200

LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.

On the day of the examination in case diesel generator fails and TCS is required to arrange for alternate diesel generator, LISP shall pay the actual expense incurred as follows:

- In case LISP has a valid invoice for which payment is due from TCS, LISP can raise a credit note against the valid invoice.
- In case LISP does not have a valid invoice, LISP shall raise a credit note along with cheque for the actual expense.

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.
- In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP.

SCHEDULE - 3 SERVICE LEVEL CREDITS

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel.
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order.
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.

[Signature]
PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____
(Facilities Agreement) has been signed by authorized representatives of each party.

Change Request
No.: _____

Date Initiated _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties

Description of Change:

Following are the changes/additions agreed to

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited


Authorized Signatory

Date

LISP

Authorized Signatory

Date



6
PRINCIPAL
YARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

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282
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Raj. Patel

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as "TCS" (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a "LISP" (which expressions shall, unless the context requires otherwise, include its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services")
b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP in TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service: TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. **Term and Renewal:** This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.


3. **Obligations of the LISP:** - LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In this event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electricity, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, and consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. **Fees:** - TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. **Representation and Warranties:** - Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees, charges, taxes etc. with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes, etc. during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. **Limitation of Liability:** - TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of

TCS Proprietary and Confidential


PRINCIPAL
VARDHMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

Version 01

CITY CREDIT CO. OP.
BANK LTD. I.C. COLONY,
HYDRABAD
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revenue and/or profit) exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision, (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party, (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party, or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights: LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination: (9.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(9.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and

Denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(9.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous: - (10.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(10.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(10.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.


(10.4) TCS Supplier Code of Conduct: The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at [HTTP://WWW.TCS.COM/SITECOLLECTION/DOCUMENTS/ABOUT%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF](http://www.tcs.com/sitecollection/documents/about%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF)

(10.5) Entire Agreement: This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof.

(10.6) Notice: Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives


VARDHAMAN COLLEGE OF ENGINEERING AUTONOMOUS

By: 
Name: Dr. S. Sai Satyanarayana Reddy
Title: Principal

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

TATA Consultancy Services Ltd.

By: 
Name: Mr. Venkateswamy Ramaswamy
Title: Global Head - TCS ION


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



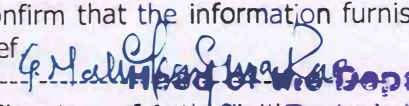
ORIENT CEMENT LIMITED

BUSINESS ASSOCIATE FORM

E-mail ID (As per normal format):	
(All Details to be filled in Capital Letters)	
<u>NAME & ADDRESS</u>	
Name of the Business Associate	Vardhaman College of Engineering
Vendor Code Allotted by OCL	
Name of Major Goods / Services supplied	N/A
Correspondence Address	Department of Civil Engineering
Street Line 1	Kacharam (Village)
Street Line 2	Shamshabad (Mandalam)
Street Line 3	
City	
District	Ranga Reddy
Pin Code (six digit code)	501218
Telephone Nos.	9963740850
Name of Contact Person	Dr. G. Mallikarjuna Rao
Designation of Contact Person	Head in Civil Engineering Department & Associate Professor
<u>EXCISE DETAILS</u> (applicable/Not applicable)	N/A
ECC No. (15 digit code)	
Excise Registration No. (15 digit code)	
Excise Range	
Excise Division	
Excise Collectorate	
Type of Business : (M – Manufacturer, FD /SD – First or Second Stage Dealer, I– Importer; ID – Importer and dealer)	
<u>OTHER TAX DETAILS</u> (wherever applicable)	
GST No. (15 digit code)	
PAN (Mandatory) (10 digit code)	AACFV7362V
Service Tax Registration No.& Category (15 Digit code)	
Service Tax Commissionerate	
Service Tax Commissionerate Range	

DECLARATION BY BUSINESS ASSOCIATE

I confirm that the information furnished above is correct to the best of my knowledge and belief.


 Head of the Department
 (Signature of Authorized Person)

VARDHAMAN COLLEGE OF ENGINEERING


 VARDHAMAN COLLEGE OF ENGINEERING

Place: Kacharam Shamshabad, Hyderabad

Name of the Business Associate with seal

Date: 06-11-2018

(In Capital Letters)



MEMORANDUM OF ASSOCIATION (MoA)

This MoA is made on the **20th day of FEB, 2018** for availing the pre-employment skill assessment program for students.

Between

M/s.Vardhaman College of Engineering, Hyderabadherein after referred to as the “Institute” which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc of the One Part.

And

M/s Aspiring Minds Assessment Pvt Ltd Corporate & registered at # 323, UdyogVihar, Phase – 2 Gurgaon, Haryana 122012here in after referred to as “**ASPIRINGMINDS**” which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc, of the **Other Part**.

WITH REFERENCE TO THE ABOVE, THE INSTITUTE IS PLEASED TO PLACE THIS MoA WITH ASPIRING MINDS FOR AVAILING THE PROFESSIONAL SERVICES AS DETAILED BELOW WITH FOLLOWING SCOPE OF WORK AND COMMERCIAL TERMS & CONDITIONS:

SCOPE OF WORK:

The scope of this MoA is **valid for Selected batch BE / B – Tech** students from **Pre-Final Year (Passing-Out Batch – 2019)** for **3 Cycle Assessment (3 AMCAT + 3 Automata)** pattern in the institute for the **Academic Year 2017-2019** and will cover the following program conducted by ASPIRINGMINDS:

PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM

1. The objectives of the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM will be to:

- Determine Employment Potential of the candidate related to HR & Generic skill area
- Benchmark the candidate in terms of Industry specific recruitment standards
- Provide Psychometric-based behavioral attributes profiling and mapping
- Expose the candidate to a real life complete recruitment process used by companies in terms of fresher or campus recruitment.

2. Analytics:

Students will get:

- **Feedback & Diagnostic Report:** - Every assessed student will get a feedback report reflecting his/her performance in AMCAT. The report will highlight their strengths and employability across various sectors.
- **AMPI Report:** - Aspiring Minds Personality Inventory is based on FFM: Five Factor Model. FFM is the widely accepted model for personality assessment.
- **SVAR Report:**-SVAR is a telephone-based test used to assess a candidate's speech. It is completely automated and can currently grade a person's speech on the following traits: Pronunciation, fluency, spoken English understanding, Vocabulary, Grammar and Active listening.

Management will get:

- **Campus Performance Report:** - Aspiring Minds has prepared a unique report for Management that gives an in-depth analysis of the college performance based on the test. The report is highly useful for the management as a tool to further improve the educational system through the results shared in the report.
- **Co-Branded Logo** - The co-branded logo would allow visibility to your college as an AMCAT assessed campus. Post AMCAT, a co-branded logo would be hosted on the home page of your college website. The logo is an indicative of the "**Certificate of our Association**". Co-branding has its host of benefits. Foremost is the fact that AMCAT-assessed campuses are preferred by Corporate's for their hiring objectives because it indicates that the campus takes initiative in improving employability of students and providing them feedback. This in turn elevates the status of the campus from an employability perspective among top corporations in India, who recognize AMCAT as the most credible employability test

PLACEMENT (CAMPUS) SUPPORT INITIATIVE

3. ASPIRINGMINDS works towards bridging the gap between India Inc. and fresh Indian talent by providing a **NEUTRAL & PROFESSIONAL PLATFORM** to both the corporate & the institutes (fresh candidates).

4. Apart from the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM, as a **special value added support**, ASPIRINGMINDS will also undertake **PLACEMENT (CAMPUS) SUPPORT INITIATIVE** for the final year students for the next one year.

5. **The PLACEMENT (CAMPUS) SUPPORT INITIATIVE** will be a joint initiative of ASPIRINGMINDS & the INSTITUTE with the final objective / aim at bridging the gap between potential employer's intake requirements (across India & abroad) and the fresh talent pool passing out of the institute.

6. Aspiring Minds will be sharing the database of AMCAT assessed students with its client list. Students shortlisted by the clients for internships/final recruitment may be interviewed through multiple modes like joint campus drives, telephonic interviews, and interviews at central locations, company office or any other means decided by the company.

7. We agree to the fact that the **PLACEMENT (CAMPUS) SUPPORT INITIATIVE** will only be applicable for all the students who will be attending & completing the pre-employment skill assessment program during their final year.

FINANCIALS

8. This MoA pertains to BE / B – Tech students from Pre-Final Year (Passing-Out Batch – 2019) for 3 Cycle Assessment (3 AMCAT + 3 Automata) pattern in the institute for the Academic Year 2017-2019.

9. The Institute will agree to pay Rs.1000 + 18% GST (Rs.1180/- All Inclusive) for Pre-Final Year Students and hence the Minimum value of this MoA will be Rs. 3,54,000/- Only (INR Three Lakhs fifty four thousand rupees Only).

10. Any additional students taking the pre-employment skill assessment program over and above the agreed number of 300 Students from respective years will be charged at Rs.1180/- (All Inclusive) per student.

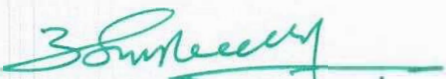
11. The Institute shall pay 50% of the total value on the day this MoA is placed. The Institute shall make the balance payment in post invoice generation to avail the benefits of the pre-employment skill assessment program.

12. All students will be provided with 3 Assessments during their Academic Tenure pertaining to Academic year 2017-2019 (Passing-Out Batch – 2019). The Re-Assessment can be conducted only after minimum of 50 days from the date of Previous Assessment.

13. The institute shall not be charged any other fee apart from the pre-employment skill assessment program fee agreed upon. Hence all transportation cost for Aspiring Minds Testing Team, Event Management cost or any other operational cost will not be levied to the Institute.

14. The Assessment Program as per the calendar mentioned below shall be conducted in an organized way to enhance the effectiveness of the whole program.

For
Aspiring Minds Assessment Pvt. Ltd.
323, Udyog Vihar, Phase 2,
Gurgaon – 122 016
Haryana

For 
Vardhaman College of Engineering,
Kacharam, Shamshabad, Hyderabad,
Telangana – 501 218

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Shamshabad, Hyderabad.





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Cisco Academy

Vardhaman College of Engineering

Membership Agreement

[Print Agreement](#)



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Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the

Institution Legal Name: Vardhaman College of Engineering

Institution ID: 1343977

Street Address: Kacharam, Shamshabad, Ranga Reddy district

City: Hyderabad

State/Province: Telangana

Country: India

Postal Code: 501218

Agreement accepted date: 2017-10-25

First Name:

Dr Raman

*

Last Name:

Dugyala

*

Title:

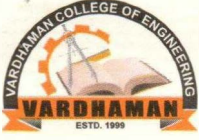
Professor

*

Email:

d.raman@vardhaman.org

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VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Affiliated to JNTUH, Approved by AICTE,

Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

Memorandum of Understanding

Between

Vardhaman College of Engineering & NucleusTech

E-summit 2k18

An international symposium

About E-summit Hyderabad

Entrepreneur Summit is an annual event of Hyderabad usually held in the month of August. The main objective of this event is to make students conscious of what is happening in today's world and also to make them the job generators instead of job seekers. We mainly concentrated on women entrepreneur coming out of colleges. In Hyderabad the main huddle of the students studying in level-2 colleges are, they are not familiar with the opportunities they have in the ecosystem and lack Industry Exposure. Though they have ideas they don't come forward either, they don't find any platform to showcase it or they don't have any mentorship. So to overcome this problem we team **NucleusTech** are giving them a platform where they have all the opportunities to make their ideas into a real time application. To support it further we assisted them to bring out their ideas into live by giving them mentorship by industry mentors and product leaders.

In our pilot version nearly 1500 students and 50 Startup attended the summit out of which 120 ideas came out. A panel discussion was held by Many National and international incubators. By organizing this summit we formulated interest in students to make something new and tried to bring out their hidden talents.

WHY SHOULD YOU ATTEND

It doesn't matter if you're a student, an intern, a part-time photographer, aspiring illustrator, a tech-startup, an aspiring moviemaker, an indie musician or anyone with just an idea, who desires to make a difference or innovate, is invited to connect with the best. First off, it is a great way to meet amazing and inspiring people. If you are working on launching your company, you'll find some awesome folks who might make some exciting things happen and help you. If you are planning to build up an entrepreneurial ecosystem in your community, then the panels, speakers, and meetings will be great assets in propelling you forward. If you've ever had a business idea that you really believed in but haven't been born with a silver spoon or haven't had a chance to bring it to life, then yes you are at the right place! The first thing that comes to our mind when we think of business is 'investor' or 'getting funds'. However only a

Shamshabad - 501 218, Hyderabad, Telangana, India.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470

few of us actually understand what it takes to convince somebody to pump up their money into our venture. If you need an impetus to develop an innovative entrepreneurial design or if you are looking for like-minded people to share and connect then this 2-day extravaganza shall end your search right here. We look forward to welcoming all the amazing entrepreneurs out there for a gathering that will advance our shared goals of stability and development.

Program Structure

1. PANEL DISCUSSIONS

When industry veterans, business experts, venture capitalists and entrepreneurs discuss ideas, opinions and trends that you are bound to be left with more knowledge than before about the current trends, ideologies and methods. We present to you, the panel discussion. Experience talks for itself and great talks often have life changing impacts. Following this the E-SUMMIT brings to you lectures and talks by personalities that have experienced pros and cons of starting up a business and emerged out as masters of innovation and creativity. Let their experience become your inspirations. The panel discussion would involve entrepreneurs from all industries deliberate on issues at hand, with audience participation; we hope to have healthy discussion. The attendees are free to ask the most-silliest doubts and ice break with the entrepreneurs to connect. All the attendees are assured that the questions they want to explore will be covered, provided they bring their passions and commitments to the tab. In this round, find out from experts from all walks of entrepreneurship everything for a well thought out business concept and also learn how to take your startup to the next level.

2. TALKS:

E-summit, as a culture of Nucleus Tech, has proved its worth in depleting the Chasm that exists between Entrepreneurship and students. It is the stage for future Industry leaders and Entrepreneurs to exercise their skills, putting forward the Theme, "Entrepreneurship and Innovation in the Digital Era". We at Nucleus Tech made a remarkable attempt to take students into the Entrepreneurial world by exposing them to the talks by the Industry Experts and mentors and encourage them to look at the bigger picture so that they can be the future change that the nation needs.

3. Hackathons:

The most interesting and innovative part of E-summit are hackathons where the students and startups come to a common working environment and work on their ideas, there will be Technical and business mentors guiding the participants to convert their projects to products and help startup to scale up.!

3.1 Product Pitching:

Have you ever had an idea that you wanted to expand upon but didn't have the necessary tools to develop it? If you are thinking of starting a business it's going to be out there in the world, not inside your head. Hence after every idea's generation process, it's pivotal to get that idea validated by an expert in that industry rather than validating them in your head. Pitching

competition is for creative projects and ideas. It is a platform where project creators/start ups/individuals can present their ideas to a connected audience and to the panelists. This is designed for you to find out an out of the box yet feasible, practical and implementable solution to the problem. It is not just important to have an idea, but also to convince the investor that it is so! A confident and well structured pitch can take you miles ahead in your entrepreneurial journey. All you need to do is convince the judges, Industry stalwarts and the crowd ,why they think they should invest in your idea and explain its pros and cons .In a world where time is money, make your each minute count in your way. The judging will be based on how creative/innovative is the idea/concept, feasibility of the idea/product/business venture, presentation.

4. STARTUP EXPO:

Innovation is a paramount force that drives any startup. Innovators are those leaders who give people of 'today' a sneak peek of the world of tomorrow and they are often synonymously addressed as 'entrepreneurs'. The startup expo provides a platform for innovative startups from various places to get in touch with a number of its potential customers and investors. It provides an opportunity for the attendees to learn about the new entrepreneurial techniques that these startups have used to become successful in their journey. This is true melange of innovators and startups; one simply can't afford to miss. One of its kind initiative allowing startups to reach their potential customers by demonstrating their product or service offering. A great platform for any upcoming startup. Any startup with a product or service offering is eligible to participate they will be provided with a stall at the venue.

5. MENTORING

The toughest part for any Start-up is having a proper Mentor to guide you in the right path for a successful growth ahead. Every team pitching their idea will be assigned to a mentor who'll guide you to make your product better and successful.

Finally with all our efforts, contacts and Experience we would like to see a spark of impact on the students with this event.

Role and Responsibilities of NucleusTech:

We would be glad to be as the organizing partner

- The operations will be handled under the supervision of the college.
- Getting collaborations from various reputed organizations.
- Invitation of guests and following up with them.
- Branding and marketing about the event throughout the country.
- Website banners and other tech works will be handled by our team.
- Designing the agenda and the program structure.
- Approaching sponsors on behalf of the event.
- All the accounts will be maintained and submitted to the college at any point of time.
- The registration amount will be collected and handed over to the college management.

- Carrying out the event smoothly without any anomalies.

Operational Requirements:

- A core team of Organizers and volunteers
- Getting collaborations from various reputed organizations.
- Internship will be given to core organizers from NucleusTech
- Paid internship for technical guys.
- Permission to campaign in the college for all years to promote the event
- Permission to take a selected number of college ambassadors to promote the event in other colleges.
- Permission to train interested students for flashmob.
- Permission to place posters and banners in and around the college.
- Permission to provide transportation during the flashMobs.
- Permission to provide attendance to the interns and volunteers.
- Permission to put up food stalls during the event in the college premises.

Note the above mentioned requirement starts on or before June 2k18 and will hold valid till the event.

Budget Requirements:

The following the estimated costing they may be changed according to the requirements.

- Led screens: 1.2L (2 screens (20*40 ft. & 8 *16) 3 days p3 model)
- Stalls: 45k 25-30 stalls
- Banners and posters : 35k
- Digital media Marketing and S.E.O for 3 months: 30k
- Mobility: 15k
- Volunteers expenses: 25k
- Flash Mob:40k
- Guests invitation tour:1L
- Transportation:50k
- Invitations:10k
- Mementos and kits: 80k
- I'd cards and tags: 72000 (40 rs each tag & id)
- Photography and magazines : 1,50,000/-

Total upto : Rs 7,72,000/-

Excluding guest expenses

That include

- Flight tickets for the guest approx 80k
- Accommodation and food for the guest. 50k
- Miscellaneous : 30k

Estimated grand total: Rs 9,50,000/-

Note:

- As discussed the college will be releasing a cheque of about 4L before the event for the operational requirements. That may be one time payment or may be on slabs based on the requirements.
- The financials may vary according to the guestlist and market conditions at that time.
- NucleusTech will not be responsible for any additional financials additions which are out of the scope that are mentioned above.
- NucleusTech will not be responsible for any issues that arises during the transportation and mobilizing of the students during the event.
- The security aspects like permissions from the police, maintaining peace during the event should be taken care by the college management itself.

Estimated students:

A total of about 1000 - 1500 crowd is estimated from in and around India.

A crowd of about 500 students has been promised by the college management

Entry passes to the participants: Minimum of about 800 Rupees.

This Memorandum of Understanding ("MoU") is signed on 16-04-2018 between

By and between

Name : **B. Yashwanth Reddy**

Designation : **Managing Director**

Organization : **NucleusTech**

Organization : **Address:8-2- 293/82/A/89, 1st Floor, Flat no: 89 Road no: 9, Jubilee Hills, Hyderabad, Telangana 500033**

Office seal:



AND

Name : **Dr. S. Sai Satyanarayana Reddy**

Designation : **Principal**

Organization : **Vardhaman College of Engineering**

Organization Address : **Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India**

Office seal:





MEMORANDUM OF UNDERSTANDING (MoU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 6th day of July 2017 by and among

M/s Parahsakthy Power Technologies Pvt. Ltd., a registered partnership firm having its registered office at H. No. 1-10-28/232/110, Lane No.6, Shiva Sai Nagar, Kushaiguda, ECIL Post, Hyderabad-500062 represented by its Managing Director Mr. CH. Jagan Mohan Rao. here in after referred as **M/s Parahsakthy Power Technologies Pvt. Ltd.**; of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premier and autonomous educational institute of national repute having its registered / Principal office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred to as "VCE") represented by its Principal; of the **SECOND PART**;

M/s Parahsakthy Power Technologies Pvt. Ltd. and **VCE** are referred to as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS **M/s Parahsakthy Power Technologies Pvt. Ltd.** a leading manufacturer of instant solvent softener and engaged in many R&D Works related to these products.

AND WHEREAS, **Vardhaman College of Engineering** established in 1999, is affiliated to Jawaharlal Nehru Technological University, Hyderabad (JNTUH), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provides need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

H. No. 1-10-28/232/110, Lane No.6, Shiva Sai Nagar, Kushaiguda, ECIL Post, Hyderabad-500062





1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.
- b) "Back ground intellectual Property" refers to intellectual property already created by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE prior to entering into this MoU.
- c) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities under a MoA pursuant to this MoU.
- d) "Technical-information" means any and all information, confidential or otherwise, such as design drawing, data, process, know-how, software, algorithms and to the information in whatsoever form tangible or intangible, generated prior to and during the execution of this MoU.
- e) "Research Project" shall mean each specific research project undertaken in collaboration by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.
- f) "MoA" shall mean Memorandum of Agreement to be executed for each Research Project by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.
- g) "Project Coordinator" shall mean representative appointed by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE to coordinate and monitor each Research Project and perform other functions as described in this MoU, and or respective MoA.
- h) "Project Investigator" shall mean representative appointed by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE to undertake Research Project activities at M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE and perform other functions as described in the respective MoAs.
- i) "Project cost and charges" shall have the meaning as described below.
- j) "Project grant" shall mean external funding for the Research Project from GOI/Govt agencies/ foreign Governments and agencies/ Indian or Foreign Corporate or Not-for Profit organizations.
- k) "Project Review Committee" shall consist of representatives from both the parties to review the progress of the areas covered under this MoU and respective MoA's.

2. OBJECTIVES OF THE MoU

The Parties agree to strive to achieve the following objectives:

- 2.1 The mode of collaboration could be in the form of; (a) contract research wherein research work is assigned to VCE by M/s Parahsakthy Power tech; (b) joint development involving both the parties and/ or (c) undertaking "Research Projects" along with mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to M/s Parahsakthy Power Technologies Pvt. Ltd. through this MoU, on as needed basis.



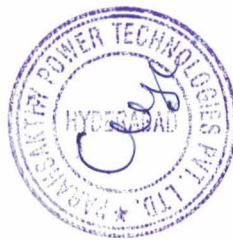


- 2.2 To facilitate exchange between technical experts of M/s Parahsakthy Power Technologies Pvt. Ltd. and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available M/s Parahsakthy Power Technologies Pvt. Ltd. staff and quality of research work at M/s Parahsakthy Power Technologies Pvt. Ltd. R&D Centre/s
- 2.4 M/s Parahsakthy Power Technologies Pvt. Ltd. to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of M/s Parahsakthy Power Technologies Pvt. Ltd. interest. VCE and M/s Parahsakthy Power Technologies Pvt. Ltd. to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy and other Industry Sectors with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of M/s Parahsakthy Power tech.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and M/s Parahsakthy Power Technologies Pvt. Ltd. (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)

The MoA shall spell out the intended research programme, the activities and time schedules, total duration of the project milestones, names & role of Project Investigators involved (from either side), other special terms & conditions (linked to milestones and part payments), date of commencement of research work and planned dates of completion of research programme etc.





The terms and conditions of this MoU are incorporated by reference into each MoA executed by the Parties. This MoU and the respective MoAs shall together comprise a binding written Agreement between the Parties, effective as of the date of mutual execution of the MoA. However, in case of any conflict between the MoU and MoA, the MoA shall prevail.

Parties may extend the validity of this MoU till such time any of the MoAs are subsisting.

4. FINANCIAL TERMS

- 4.1 The Research Project cost and charges for the scope of work of VCE (therein after referred to as "project cost") include inter alia payment to technical and non-technical manpower, expenses for equipment utilization, VCE's overhead costs, cost of local and out station travel, accommodation, contingencies, taxes, additional taxes (like CESS etc.), duties and other costs as agreed in the MoA.
- 4.2 Payment of the project cost will be made to VCE as per the provision contained in the respective MoA.
- 4.3 VCE shall provide necessary information, certificates and documents to M/s Parahsakthy Power Technologies Pvt. Ltd. regarding any concessions/exemptions applicable under Customs, C-excise, Service Tax and income Tax Laws. The rebate, if any, shall be transferred fully to M/s Parahsakthy Power tech, by way of reducing the total project cost.

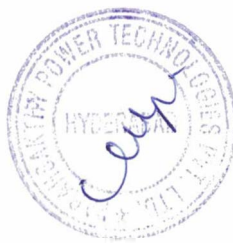
5. INFRASTRUCTURAL FACILITIES

- 5.1 A large part of Research Project shall be carried out at VCE. The personnel engaged by VCE for the research project (Project associates) may also carry out additional research work at M/s Parahsakthy Power Technologies Pvt. Ltd. utilizing available facilities, if required.
- 5.2 VCE shall permit project associate M/s Parahsakthy Power Technologies Pvt. Ltd. engineers access to all resources required to complete the project work including his or her thesis, as the case may be.

6. PERFORMANCE EVALUATION

- 6.1 M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE shall be constituted for this purpose.
- 6.2 M/s Parahsakthy Power Technologies Pvt. Ltd. shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at M/s Parahsakthy Power Technologies Pvt. Ltd. out of the project grant/project cost. M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE shall be subject to availability,

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consider providing accommodation to the representatives of each other during their visit to the premises of Parties.

6.3 VCE Project Coordinator will send a quarterly project status report to M/s Parahsakthy Power Technologies Pvt. Ltd. Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to M/s Parahsakthy Power tech. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. M/s Parahsakthy Power Technologies Pvt. Ltd. Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.

8.2 M/s Parahsakthy Power Technologies Pvt. Ltd. shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to M/s Parahsakthy Power tech.

8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.

8.4 Any publication by VCE, arising out of the Research work shall require prior approval of M/s Parahsakthy Power tech's Management. Such approvals shall be considered by M/s Parahsakthy Power Technologies Pvt. Ltd. on priority basis, preferably within a period of 30 days.

8.5 Prior to the publication of the results, all patentable invention/ results contained therein, the same shall be filed for registration at M/s Parahsakthy Power Technologies Pvt. Ltd. s costs. Subsequently M/s Parahsakthy Power Technologies Pvt. Ltd. will maintain these registered intellectual properties using its existing infrastructure and

8.6 Either party shall promptly inform the other party of any infringement or other infraction of the Intellectual Property Rights pertaining to the Technical Information to present further breach of infraction or project and maintain the Intellectual Property Rights.





9. CONFIDENTIALITY OF TECHNICAL INFORMATION

- 9.1 VCE and project associates shall, at all time, treat the "Technical Information", generated and / or acquired by them pursuant hereto in the project as strictly confidential. The Technical Information shall not be disclosed, published, used or applied for any purpose other than those specified in specific MoA and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU and the specific MoA.
- 9.2 All information acquired by either party from the other party shall be treated as "confidential" and shall not be passed on to any third party except with the prior approval and written consent consent of disclosing party.
- 9.3 On termination of the MoU, each Party shall return all Technical Information provided by other party under the MoU within thirty (30) days from the date of termination. Project coordinators from each party will certify that all Confidential Information from M/s Parahsakthy Power Technologies Pvt. Ltd. and VCEhas either been returned or destroyed without retaining any soft or hard copies.

10. TEMINATION OF THIS MoU

- 10.1 Parties reserve the right to terminate this MoU at any time for reasons including but not limited to non-performance, changes in business scenario, product profile of the parties, etc, failure to achieve the objectives in this MoU or MoA's by giving two months notice in writing to the other party.
- 10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and termination of such MoAs shall be effected only if they are specifically terminated by M/s Parahsakthy Power Technologies Pvt. Ltd. in terms of the respective MoAs on case to case basis.

11. FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, M/s Parahsakthy Power tech, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's





12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13. GENERAL PROVISIONS

13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of M/s Parahsakthy Power tech. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.

13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMENDMENTS

Amendments No amendment or modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15. ADDRESSES OF THE PARTIES AND COMMUNICATION

15.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.

15.2 Communications by M/s Parahsakthy Power Technologies Pvt. Ltd. involving financial and administrative matters are to be sent to Principal, those relating to technical communication of Research Project activities are to be sent to the Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.

16. EFFECTIVE DATE

16.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in for a period of Five Years unless terminated earlier.

16.2 The parties further agree if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoAs only, the term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.





17. SETTLEMENT OF DISPUTES

17.1 In the event of dispute arising from this MoU in connection with its execution. The parties undertake to endeavor to settle these amicably. However, if parties fail to resolve the disputes amicably, all the disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration & Conciliation Act, 1966 or amendments thereof by a sole arbitrator appointed by the parties by mutual consent failing which within sixty days of the reference shall be nominated as per the Arbitration & Conciliation Act, 1966. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.

17.2 Work under this MoU shall be continued by VCE during the arbitration proceedings unless otherwise directed in writing by M/s Parahsakthy Power tech, or unless the matter is such that the work cannot be continued until the decision of the arbitrator's is obtained.





18. APPLICABLE LAW

The MoU shall be construed, interpreted and governed by the laws of India

19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.

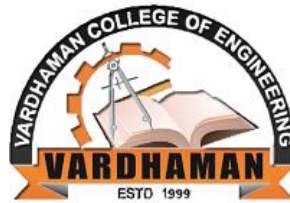
Signed on this 6th day of July 2017 by the Parties to this MoU

For M/s Parahsakthy Power Technologies Pvt. Ltd.	For VCE, Hyderabad
Name: Jagannath Rao	Name: Dr. S. Saisatyanarayana Reddy
Designation: Managing Director	Designation: principal, Vardhaman.
Address /Seal For PARAHSAKTHY POWER TECHNOLOGIES PVT. LTD.  Managing Director	Address /Seal  Principal VARDHAMAN COLLEGE OF ENGINEERING Shamshabad, Hyderabad
Witnesses(Name & Address) 1. 2.	Witnesses(Name & Address) 1. 2.
	

MEMORANDUM OF UNDERSTANDING

BETWEEN

VARDHAMAN COLLEGE OF ENGINEERING



AND

THE INDUS ENTREPRENEURS (TiE) – HYDERABAD



This Memorandum of Understanding ("MOU") is entered into and effective as 1st April 2018 and is valid until 31st March 2019.

By and Between

The Indus Entrepreneurs Hyderabad, (hereinafter referred to as "TiE HYDERABAD"), is a network of successful entrepreneurs keen to invest in and mentor early stage businesses which have potential to create immense value, provide constant access to high quality mentoring, vast networks and inputs on strategy as well as execution and is located at #8-2-277/B, Inwinex Towers, Ground Floor, Road Number 2, Banjara Hills, Hyderabad 500034 (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns).

And

Vardhaman College of Engineering is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi and accredited by NAAC with 'A' Grade. (herein after referred to as "INSTITUTIONAL MEMBER"), Kacharam, Shamshabad - 501 218, Hyderabad, Telangana, India (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns).

WHEREAS

Vardhaman College of Engineering is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi and accredited by NAAC with 'A' Grade.

WHEREAS TiE HYDERABAD is a network of successful entrepreneurs' keen to nurture early stage businesses which have the potential to create immense value, and who provide constant access to high quality mentoring, vast networks and inputs on strategy as well as execution.

AND WHEREAS INSTITUTIONAL MEMBER and TiE HYDERABAD desire to record the broad terms and conditions that are jointly accepted and agreed to in this MoU as contained hereunder.

ROLES & RESPONSIBILITIES

The Roles and Responsibilities of each organization will be as follows:

INSTITUTIONAL MEMBER's Role	TiE Hyderabad's Role
INSTITUTIONAL MEMBER shall assist TiE Hyderabad/ representative of TiE Hyderabad in delivering the line items of TiE GRAD as a whole for the period of agreement	TiE HYDERABAD shall share all relevant details of their projects, startups and/or knowhow to permit smooth and effective technology and knowledge transfer, assist entrepreneurs and startups who approach them through [SHORT FORM] to solve their business or technical challenges, and assist with building mentor connections.
<ul style="list-style-type: none"> • Assign a Nominee for Charter Membership with TiE Hyderabad • Nominate 5 students for student membership • 1 Student Champion to support • 1 Faculty Champion to coordinate with the program 	<ul style="list-style-type: none"> • 1 Institutional Charter Membership • 5 Student Memberships • Mentor support • Speaker/ workshops/ seminar support • Networking with top Entrepreneurs

Escalation Metrics

The escalation metrics of each organization will be as follows:

	INSTITUTIONAL MEMBER	Name	Email id	Phone Number
E1	Student Coordinator	Ms. Shreya Srivastava	s07shreya03@gmail.com	9454796180
E2	Faculty Coordinator	Mr. RajaniKanth A	cie@vardhaman.org	7995724790
E3	Principal	Dr. S Sai Satyanarayana Reddy	principal@vardhaman.org	9502653333

	TiE Hyderabad	Name	Email id	Phone Number
E1	Program Coordinator	Mr. Kartik Aysola	manager@tiehyderabad.org	96767 44977
E2	Associate Director	Ms. Prasanna Pagoti	ad@tiehyderabad.org	81430 00397
E3	Executive Director	Mr. Phani Pattamatta	ed@tiehyderabad.org	90002 83338

TERMINATION:

1. Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned (including under-payment or non-payment of invoices) and fails to rectify the same within 30days of being requested to do so in writing.
2. Either Party shall have the right to terminate this MOU without assigning any reason, by giving a 30 day written notice prior to date of termination.
3. In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of TiE HYDERABAD and INSTITUTIONAL MEMBER to complete its responsibilities and provide its services (except in case of under or non-payment of invoices) as identified in this MoU.

RENEWAL OF MoU

Both parties will mutually evaluate the performance of each other in terms of its expertise and initiatives and consider to renew the. TiE Hyderabad holds the rights to renew the terms which has to be submitted to the INSTITUTIONAL MEMBER.

CONFIDENTIALITY

1. The party agrees to preserve and protect the confidentiality of the proprietary information and do not disclose or disseminate this information to any third party neither shall use this information for its own benefits (and/or third-party benefits)
2. TiE Hyderabad and INSTITUTIONAL MEMBER shall inform in writing, if they learn of any unauthorized use of disclosure of proprietary information by any current or former consultant / personnel or other third party

Commercials

Membership	One-time Initiation Fee	Annual Membership Fee
1 st Time Member	Rs. 1,00,000/-	Rs. 1,00,000/- for the period of 1 st April 2018 to 31 st March 2019

Terms and Conditions

- Invoice shall be raised on confirmation of participation
- Request you to pay with 15 days of raising an invoice
- Contact the Program coordinator for any details regarding payments and processing
- Contact the Executive Director for all discussions regarding the program.

This MoU may be signed in any number or counterparts, each of which, when signed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this MoU by persons duly authorized as of the date and year first above written.

For TiE HYDERABAD

For INSTITUTIONAL MEMBER

Signature:

Signature:

Name: Mr. Phani Pattamatta

Name: Dr. S. Sai Satyanarayana Reddy

Designation: Executive Director

Designation: Principal

Address:

Address:

#8-2-277/B, Inwinex Towers, Ground Floor,
Road Number 2, Banjara Hills, Hyderabad
500034

Vardhaman College of Engineering,
Kacharam, Shamshabad - 501218,
Hyderabad, Telangana, India

Date: 03 April 2018

Seal:

Seal:

Witness

Witness

Signature:

Signature:

Name:

Name:

Designation:

Designation:



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 13 June 2018 by and between **Vardhaman College of Engineering**, Nagarguda Shamshabad Road, Kacharam, Hyderabad, Telangana 500018, India (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

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1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/sd_usage_reports. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;
- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 Compliance with Sanction Laws.

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will be invoiced by and will pay the fees set forth in Schedule 1 (the "Fees") to Elsevier's sales agent identified as the Billing Contact on Schedule 2 (the "Agent") in accordance with terms agreed upon between the Subscriber and the Agent. If the Subscriber fails to pay the full amount of the Agent's invoice on a timely basis, Elsevier may suspend the Subscriber's access to the Subscribed Products until the unpaid amounts of such invoice are paid. The Fees will be exclusive of any sales, use, value added, withholding, tax deducted at source (TDS) and similar taxes and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on 01 July 2018 and continue until 30 June 2019 ("Initial Term").

5.2 *Renewal.*

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 Severability.

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 Assignment.

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 Privacy.

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

7.7 Notices.

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore.

If to the Subscriber: Vardhaman College of Engineering, Nagarguda Shamshabad Road, Kacharam, Hyderabad, Telangana 500018, India.

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

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

VARDHAMAN COLLEGE OF ENGINEERING
(Subscriber)



Name: Dr. S SAI SATHANARAYANA REDDY

Title: Principal

PRINCIPAL

ELSEVIER B.V. VARDHAMAN COLLEGE OF ENGINEERING
(Elsevier) Shamshabad, Hyderabad.



Name: Gino Ussi

Title: Executive Vice President Research Solution Sales

No. 1-15657425386

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

VARDHAMAN COLLEGE OF ENGINEERING

No. 1-15657425386

Subscribed Products – publisher	Access	01/07/ 2018 - 30/06/2019 (USD)
Scopus® – Elsevier B.V.	scopus.com	\$6750.00
TOTAL FEES		\$6750.00

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Vardhaman College of Engineering

Sites:	#Auth. Users:	Authentication:
Nagarguda Shamshabad Road, Kacharam, Hyderabad, Telangana 500018, India	300	103.102.86.38, 103.102.86.2, 103.15.62.233

Estimated total number of Authorized Users for : 300

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: S Sai Satyanaryana Reddy
Title: Principal
Name/Address (if different from Section 7.7):
E-mail: principal@vardhaman.org
Phone: 9502653333

Billing Contact

Name: Vikas Madan
Title: Vice President
Name/Address (if different from Section 7.7): **M/S Scientific E-Resources**
(A Division of Scientific International Pvt Ltd),
4850/24 2nd Floor Ansari Rd Darya, New Delhi,
DL, 110002, India
E-mail: vikas@ser-infotech.com
Phone: 91 9711175377

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.



MEMORANDUM OF UNDERSTANDING (MoU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 15th day of June 2018 by and among

M/s Genesis Bio Solutions, Tarnaka, Hyderabad, Telangana, a registered partnership firm having its registered office at No. 102, Satguru Apartments, extension, No. 12-13-99, street 3, Lane 1, Tarnaka, Hyderabad 500 017, Telangana, India, represented by its Managing Director, Mr.Navajeevan Kumar here in after referred as **M/s Genesis Bio Solutions**; of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premier and autonomous educational institute of national repute having its registered office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred to as "VCE") represented by its Principal; of the **SECOND PART**;

M/s Genesis Bio Solutions and **VCE** are referred to as the "Party" individually or "Parties" collectively as the context may demand.

Vardhaman College of Engineering established in 1999, is affiliated to Jawaharlal Nehru Technological University, Hyderabad (JNTUH), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provides need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.





NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their 1grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.
- b) "Back ground intellectual Property" refers to intellectual property already created by M/s Genesis Bio Solutions or VCE prior to entering into this MoU.
- c) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities under a MoA pursuant to this MoU.
- d) "Technical-information" means any and all information, confidential of otherwise, such as design drawing, data, process, know-how, software, algorithms and to the information in whatsoever form tangible or intangible, generated prior to and during the execution of this MoU.
- e) Research Project" shall mean each specific research project undertaken in collaboration by M/s Genesis Bio Solutions and VCE.
- f) "MoA" shall mean Memorandum of Agreement to be executed for each Research Project by M/s Genesis Bio Solutions and VCE.
- g) "Project Coordinator" shall mean representative appointed by M/s Genesis Bio Solutions or VCE to coordinate and monitor each Research Project and perform other functions as described in this MoU, and or respective MoA.
- h) "Project Investigator" shall mean representative appointed by M/s Genesis Bio Solutions or VCE to undertake Research Project activities at M/s Genesis Bio Solutions / VCE and perform other functions as described in the respective MoAs.
- i) "Project cost and charges" shall have the meaning as described below.
- j) "Project grant" shall mean external funding for the Research Project from GOI/Govt agencies/ foreign Governments and agencies/ Indian or Foreign Corporate or Not-for Profit organizations.
- k) "Project Review Committee" shall consist of representatives from both the parties to review the progress of the areas covered under this MoU and respective MoA's.

2. OBJECTIVES OF THE MoU

The Parties agree to strive to achieve the following objectives:

2.1 The mode of collaboration could be in the form of; (a) contract research wherein research work is assigned to VCE by M/s Genesis Bio Solutions; (b) joint development involving both the parties and/ or (c) undertaking "Research Projects" along with mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE M/s Genesis Bio Solutions establishments in India or anywhere in the world also shall be available to M/s Genesis Bio Solutions through this MoU, on as needed basis.





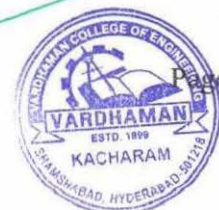
- 2.2 To facilitate exchange between technical experts of M/s Genesis Bio Solutions and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available M/s Genesis Bio Solutions staff and quality of research work at M/s Genesis Bio Solutions R&D Centre/s
- 2.4 M/s Genesis Bio Solutions to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of M/s Genesis Bio Solutions interest. VCE and M/s Genesis Bio Solutions to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy and other Industry Sectors with involvement of both academics and Research Organizations.
- 2.7 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and M/s Genesis Bio Solutions (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)

The MoA shall spell out the intended research programme, the activities and time schedules, total duration of the project milestones, names & role of Project Investigators involved (from either side), other special terms & conditions (linked to milestones and part payments), date of commencement of research work and planned dates of completion of research programme etc.

Shree





The terms and conditions of this MoU are incorporated by reference into each MoA executed by the Parties. This MoU and the respective MoAs shall together comprise a binding written Agreement between the Parties, effective as of the date of mutual execution of the MoA. However, in case of any conflict between the MoU and MoA, the MoA shall prevail.

Parties may extend the validity of this MoU till such time any of the MoAs are subsisting.

4. FINANCIAL TERMS

- 4.1 The Research Project cost and charges for the scope of work of VCE (therein after referred to as "project cost") include inter alia payment to technical and non-technical manpower, expenses for equipment utilization, VCE's overhead costs, cost of local and out station travel, accommodation, contingencies, taxes, additional taxes (like CESS etc.), duties and other costs as agreed in the MoA.
- 4.2 Payment of the project cost will be made to VCE as per the provision contained in the respective MoA.
- 4.3 VCE shall provide necessary information, certificates and documents to M/s Genesis Bio Solutions regarding any concessions/ exemptions applicable under Customs, C-excise, Service Tax and income Tax Laws. The rebate, if any, shall be transferred fully to M/s Genesis Bio Solutions, by way of reducing the total project cost.

5. INFRASTRUCTURAL FACILITIES

- 5.1 A large part of Research Project shall be carried out at VCE. The personnel engaged by VCE for the research project (Project associates) may also carry out additional research work at M/s Genesis Bio Solutions utilizing available facilities, if required.
- 5.2 VCE shall permit project associate M/s Genesis Bio Solutions engineers' access to all resources required to complete the project work including his or her thesis, as the case may be.

6. PERFORMANCE EVALUATION

- 6.1 M/s Genesis Bio Solutions and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from M/s Genesis Bio Solutions / VCE shall be constituted for this purpose.
- 6.2 M/s Genesis Bio Solutions shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at M/s Genesis Bio Solutions out of the project grant/project cost. M/s Genesis Bio Solutions /VCE shall subject to availability, consider providing accommodation to the representatives of each other during their visit to the premises of Parties.





6.3 VCE Project Coordinator will send a quarterly project status report to M /s Genesis Bio Solutions Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to M/s Genesis Bio Solutions. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. M/s Genesis Bio Solutions Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.

8.2 M/s Genesis Bio Solutions shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to M/s Genesis Bio Solutions.

8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.

8.4 Any publication by VCE, arising out of the Research work shall require prior approval of M/s Genesis Bio Solutions's Management. Such approvals shall be considered by M/s Genesis Bio Solutions on priority basis, preferably within a period of 30 days.

9. CONFIDENTIALITY OF TECHNICAL INFORMATION

9.1 VCE and project associates shall, at all time, treat the "Technical Information", generated and / or acquired by them pursuant hereto in the project as strictly confidential. The Technical Information shall not be disclosed, published, used or applied for any purpose other than those specified in specific MoA and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU and the specific MoA.





9.2 All information acquired by either party from the other party shall be treated as "confidential" and shall not be passed on to any third party except with the prior approval and written consent of disclosing party.

9.3 On termination of the MoU, each Party shall return all Technical Information provided by other party under the MoU within thirty (30) days from the date of termination. Project coordinators from each party will certify that all Confidential Information from M/s Genesis Bio Solutions and VCE has either been returned or destroyed without retaining any soft or hard copies.

10. TERMINATION OF THIS MoU

10.1 Parties reserve the right to terminate this MoU at any time for reasons including but not limited to non-performance, changes in business scenario, product profile of the parties, etc., failure to achieve the objectives in this MoU or MoA's by giving two months' notice in writing to the other party.

10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and termination of such MoAs shall be effected only if they are specifically terminated by M/s Genesis Bio Solutions in terms of the respective MoAs on case to case basis.

11. FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, M/s Genesis Bio Solutions, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's

12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.





13. GENERAL PROVISIONS

- 13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of M/s Genesis Bio Solutions. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.
- 13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMENDMENTS

Amendments No amendment of modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15. ADDRESSES OF THE PARTIES AND COMMUNICATION

- 15.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.
- 15.2 Communications by M/s Genesis Bio Solutions involving financial and administrative matters are to be sent to Principal, those relating to technical communication of Research Project activities are to be sent to the Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.

16. EFFECTIVE DATE

- 16.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in for a period of Five Years unless terminated earlier.
- 16.2 The parties further agree if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoAs only, the term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.

17. SETTLEMENT OF DISPUTES

- 17.1 In the event of dispute arising from this MoU or in connection with its execution. The parties undertake to endeavor to settle these amicably. However, if parties fail to resolve the disputes amicably, all the disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration & Conciliation Act, 1966 or amendments thereof by a sole arbitrator appointed by





the parties by mutual consent failing which within sixty days of the reference shall be nominated as per the Arbitration & Conciliation Act, 1966. The arbitration proceedings shall be conducted

in English language. Documents shall be submitted in English. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.

17.2 Work under this MoU shall be continued b VCE during the arbitration proceedings unless otherwise directed in writing by M/s Genesis Bio Solutions, or unless the matter is such that the work cannot be continued until the decision of the arbitrator's is obtained.

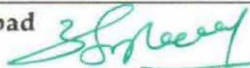


18. APPLICABLE LAW

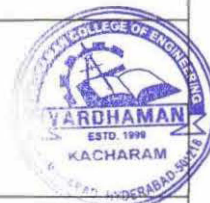
The MoU shall be construed, interpreted and governed by the laws of India

19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by M/s Genesis Bio Solutions and VCE.

Signed on this 15th day of June 2018 by the Parties to this MoU

For M/s Genesis Bio Solutions	For VCE, Hyderabad 
Name:	Name: <u>Dr. S. Sai Satyanarayana Reddy</u>
Designation:	Designation: <u>Principal</u>
Address /Seal	Address /Seal <u>Kacharam (village)</u> <u>Shamshabad</u> <u>Hyderabad</u>
Witnesses(Name & Address)	Witnesses(Name & Address)
1.	1.  <u>(T. SRI ADITYA, Hyderabad)</u>
2.	2.  <u>M. VINAY REDDY</u>





MEMORANDUM OF UNDERSTANDING (MoU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 15th day of June 2018 by and among

M/s Genesis Bio Solutions, Tarnaka, Hyderabad, Telangana, a registered partnership firm having its registered office at No. 102, Satguru Apartments, extension, No. 12-13-99, street 3, Lane 1, Tarnaka, Hyderabad 500 017, Telangana, India, represented by its Managing Director, Mr.Navajeevan Kumar here in after referred as **M/s Genesis Bio Solutions**; of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premier and autonomous educational institute of national repute having its registered office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred to as "VCE") represented by its Principal; of the **SECOND PART**;

M/s Genesis Bio Solutions and **VCE** are referred to as the "Party" individually or "Parties" collectively as the context may demand.

Vardhaman College of Engineering established in 1999, is affiliated to Jawaharlal Nehru Technological University, Hyderabad (JNTUH), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provides need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.





NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.
- b) "Back ground intellectual Property" refers to intellectual property already created by M/s Genesis Bio Solutions or VCE prior to entering into this MoU.
- c) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities under a MoA pursuant to this MoU.
- d) "Technical-information" means any and all information, confidential or otherwise, such as design drawing, data, process, know-how, software, algorithms and to the information in whatsoever form tangible or intangible, generated prior to and during the execution of this MoU.
- e) "Research Project" shall mean each specific research project undertaken in collaboration by M/s Genesis Bio Solutions and VCE.
- f) "MoA" shall mean Memorandum of Agreement to be executed for each Research Project by M/s Genesis Bio Solutions and VCE.
- g) "Project Coordinator" shall mean representative appointed by M/s Genesis Bio Solutions or VCE to coordinate and monitor each Research Project and perform other functions as described in this MoU, and or respective MoA.
- h) "Project Investigator" shall mean representative appointed by M/s Genesis Bio Solutions or VCE to undertake Research Project activities at M/s Genesis Bio Solutions / VCE and perform other functions as described in the respective MoAs.
- i) "Project cost and charges" shall have the meaning as described below.
- j) "Project grant" shall mean external funding for the Research Project from GOI/Govt agencies/ foreign Governments and agencies/ Indian or Foreign Corporate or Not-for Profit organizations.
- k) "Project Review Committee" shall consist of representatives from both the parties to review the progress of the areas covered under this MoU and respective MoA's.

2. OBJECTIVES OF THE MoU

The Parties agree to strive to achieve the following objectives:

2.1 The mode of collaboration could be in the form of; (a) contract research wherein research work is assigned to VCE by M/s Genesis Bio Solutions; (b) joint development involving both the parties and/ or (c) undertaking "Research Projects" along with mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE M/s Genesis Bio Solutions establishments in India or anywhere in the world also shall be available to M/s Genesis Bio Solutions through this MoU, on as needed basis.

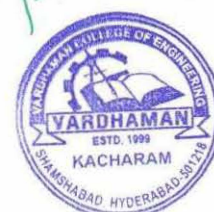


- 2.2 To facilitate exchange between technical experts of M/s Genesis Bio Solutions and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available M/s Genesis Bio Solutions staff and quality of research work at M/s Genesis Bio Solutions R&D Centre/s
- 2.4 M/s Genesis Bio Solutions to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of M/s Genesis Bio Solutions interest. VCE and M/s Genesis Bio Solutions to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy and other Industry Sectors with involvement of both academics and Research Organizations.
- 2.7 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and M/s Genesis Bio Solutions (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)

The MoA shall spell out the intended research programme, the activities and time schedules, total duration of the project milestones, names & role of Project Investigators involved (from either side), other special terms & conditions (linked to milestones and part payments), date of commencement of research work and planned dates of completion of research programme etc.





The terms and conditions of this MoU are incorporated by reference into each MoA executed by the Parties. This MoU and the respective MoAs shall together comprise a binding written Agreement between the Parties, effective as of the date of mutual execution of the MoA. However, in case of any conflict between the MoU and MoA, the MoA shall prevail.

Parties may extend the validity of this MoU till such time any of the MoAs are subsisting.

4. FINANCIAL TERMS

- 4.1 The Research Project cost and charges for the scope of work of VCE (therein after referred to as "project cost") include inter alia payment to technical and non-technical manpower, expenses for equipment utilization, VCE's overhead costs, cost of local and out station travel, accommodation, contingencies, taxes, additional taxes (like CESS etc.), duties and other costs as agreed in the MoA.
- 4.2 Payment of the project cost will be made to VCE as per the provision contained in the respective MoA.
- 4.3 VCE shall provide necessary information, certificates and documents to M/s Genesis Bio Solutions regarding any concessions/ exemptions applicable under Customs, C-excise, Service Tax and income Tax Laws. The rebate, if any, shall be transferred fully to M/s Genesis Bio Solutions, by way of reducing the total project cost.

5. INFRASTRUCTURAL FACILITIES

- 5.1 A large part of Research Project shall be carried out at VCE. The personnel engaged by VCE for the research project (Project associates) may also carry out additional research work at M/s Genesis Bio Solutions utilizing available facilities, if required.
- 5.2 VCE shall permit project associate M/s Genesis Bio Solutions engineers' access to all resources required to complete the project work including his or her thesis, as the case may be.

6. PERFORMANCE EVALUATION

- 6.1 M/s Genesis Bio Solutions and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from M/s Genesis Bio Solutions / VCE shall be constituted for this purpose.
- 6.2 M/s Genesis Bio Solutions shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at M/s Genesis Bio Solutions out of the project grant/project cost. M/s Genesis Bio Solutions /VCE shall subject to availability, consider providing accommodation to the representatives of each other during their visit to the premises of Parties.





- 6.3 VCE Project Coordinator will send a quarterly project status report to M /s Genesis Bio Solutions Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to M/s Genesis Bio Solutions. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. M/s Genesis Bio Solutions Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.
- 8.2 M/s Genesis Bio Solutions shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to M/s Genesis Bio Solutions.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.
- 8.4 Any publication by VCE, arising out of the Research work shall require prior approval of M/s Genesis Bio Solutions's Management. Such approvals shall be considered by M/s Genesis Bio Solutions on priority basis, preferably within a period of 30 days.

9. CONFIDENTIALITY OF TECHNICAL INFORMATION

- 9.1 VCE and project associates shall, at all time, treat the "Technical Information", generated and / or acquired by them pursuant hereto in the project as strictly confidential. The Technical Information shall not be disclosed, published, used or applied for any purpose other than those specified in specific MoA and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU and the specific MoA.





9.2 All information acquired by either party from the other party shall be treated as "confidential" and shall not be passed on to any third party except with the prior approval and written consent of disclosing party.

9.3 On termination of the MoU, each Party shall return all Technical Information provided by other party under the MoU within thirty (30) days from the date of termination. Project coordinators from each party will certify that all Confidential Information from M/s Genesis Bio Solutions and VCE has either been returned or destroyed without retaining any soft or hard copies.

10. TERMINATION OF THIS MoU

10.1 Parties reserve the right to terminate this MoU at any time for reasons including but not limited to non-performance, changes in business scenario, product profile of the parties, etc., failure to achieve the objectives in this MoU or MoA's by giving two months' notice in writing to the other party.

10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and termination of such MoAs shall be effected only if they are specifically terminated by M/s Genesis Bio Solutions in terms of the respective MoAs on case to case basis.

11. FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, M/s Genesis Bio Solutions, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's

12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.



13. GENERAL PROVISIONS

- 13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of M/s Genesis Bio Solutions. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.
- 13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMENDMENTS

Amendments No amendment of modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15. ADDRESSES OF THE PARTIES AND COMMUNICATION

- 15.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.
- 15.2 Communications by M/s Genesis Bio Solutions involving financial and administrative matters are to be sent to Principal, those relating to technical communication of Research Project activities are to be sent to the Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.

16. EFFECTIVE DATE

- 16.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in for a period of Five Years unless terminated earlier.
- 16.2 The parties further agree if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoAs only, the term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.

17. SETTLEMENT OF DISPUTES

- 17.1 In the event of dispute arising from this MoU or in connection with its execution. The parties undertake to endeavor to settle these amicably. However, if parties fail to resolve the disputes amicably, all the disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration & Conciliation Act, 1966 or amendments thereof by a sole arbitrator appointed by

Page | 7



the parties by mutual consent failing which within sixty days of the reference shall be nominated as per the Arbitration & Conciliation Act, 1966. The arbitration proceedings shall be conducted

in English language. Documents shall be submitted in English. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.

17.2 Work under this MoU shall be continued b VCE during the arbitration proceedings unless otherwise directed in writing by M/s Genesis Bio Solutions, or unless the matter is such that the work cannot be continued until the decision of the arbitrator's is obtained.

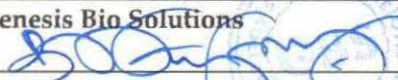
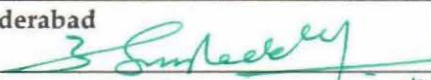





18. APPLICABLE LAW

The MoU shall be construed, interpreted and governed by the laws of India

19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by M/s Genesis Bio Solutions and VCE.

Signed on this 15th day of June 2018 by the Parties to this MoU

For M/s Genesis Bio Solutions 	For VCE, Hyderabad 
Name: B.D. NAVAJEEVAN KUMAR	Name: Dr. S. Sai Sathyanarayana Reddy
Designation: PROPRIETOR	Designation: Principal
Address/Seal 102, Satguru Apartments, Extension, NO. 12-13-99, Street NO3, Lane NO 1, Taluaka Secunderabad 500017 	Address/Seal Kacharam (Village) Shamshabad Hyderabad 
Witnesses(Name & Address) 1.  (M. Prasad, Champapet) 2. K. Narendran (Pochampally)	Witnesses(Name & Address) 1.  CT. SRI ADITHA, Hyderabad) 2.  M. VINAY REDDY



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Shamshabad- 501 218, Hyderabad

Date: 15/06/2018

To,
M/s Genesis Bio Solutions,
Tarnaka, Hyderabad,
Telangana

Quotation No. VCE/ME/0001

Qty.	Description	List of Price (Inclusive of GST)
1	Planetary ball Mill (Zirconium jar + 3mm zirconium balls)	@1,000 / Hr
2	Sieving using sieve shaker	@200/Hr
3	Hydraulic press (10 mm dia pellets)	@100/pellet
4	Electronic balance	@500/Hr
5	Composition (Sigma Aldrich 99.99 % purity)	@50/g
6	Hand....g	@5000

To ensure the highest quality service in order processing and support after delivery, please provide the following information at the earliest:

End User Statement
Entry Form

Payment Term:

All sales are subject to the enclosed Vardhaman College of Engineering Terms and Conditions of quotation and sale. Vardhaman College of Engineering shall not be bound by any conflicting or additional Terms and Conditions. The delivery dates given are only estimated dates, please consider 3 weeks delivery upon receipt and acceptance of order, End-User Statement and order payment.

Yours Sincerely,

HOD, ME

On Behalf of Vardhaman College of Engineering





VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Affiliated to JNTUH, Approved by AICTE,
Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

TAX INVOICE CUM DELIVERY CHALLAN

CASH/CREDIT (Original)

CUSTOMER: M/s Genesis Bio Solutions, Tarnaka, Hyderabad, Telangana			INVOICE No. : VCE/ME/INV/001 PAN No.: AACFV362C Customer PO No: 001 PO Date: 3rd July 2018	
TERMS OF PAYMENT : AGAINST DELIVERY			INVOICE DATE : 28/09/2018	
S. No.	Description	Qty.	Price (Inclusive of GST)	Net Price
1	Planetary ball Mill (Zirconium jar + 3mm zirconium balls)	150 Hrs	@1,000 / Hr	Rs 1,50,000
2	Sieving using sieve shaker	50 Hrs	@200/Hr	Rs 10,000
3	Hydraulic press (10 mm dia pellets)	200 pellets	@100/pellet	Rs 20,000
4	Electronic balance	10 Hrs	@500/Hr	Rs 5,000
5	Composition (Sigma Aldrich 99.99 % purity)	1200 g	@50/g	Rs 60,000
6	Handling	1	@5000	Rs 5,000
Total Amount			Rs. 2,50,000.00	
(Amount in Words: Two Lakhs Fifty Thousand Rupees only)				

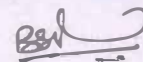
TERMS & CONDITIONS:

1. TAXES : Vat included in the total.
2. Terms of payment : 100% at time of delivery in the name of **Vardhaman College of Engineering**
3. Our Bank Address : Central Bank of India, Gudimalkapuram, Mehidipatnam, HYD
4. Warranty : Warranty Subject to manufacturer standard warranty policy for all parts, void if any physical, Tampered, Sticker, Cracks, Broken / Burn is done
5. in case of disputes : Only Secunderabad Court Jurisdictions


Receiver Signature

For **VARDHAMAN COLLEGE OF ENGINEERING**




Authorized Signature

Shamshabad - 501 218, Hyderabad, Telangana, India.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470

DELIVERY CHALLENGE




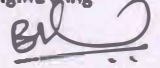
VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Shamshabad- 501 218, Hyderabad

To, M/s Genesis Bio Solutions, Tarnaka, Hyderabad, Telangana Party's TIN:	No. Date: 03/10/2018 Order No..... Date:
C.S.T. No.:	
Vehicle No.:	

S. No.	Description	Qty.	Remarks
1	Planetary ball Mill (Zirconium jar + 3mm zirconium balls)	150 Hrs	
2	Sieving using sieve shaker	50 Hrs	
3	10 mm dia pellets	200 pellets	
4	Electronic balance	10 Hrs	
5	Composition (Sigma Aldrich 99.99 % purity)	1200 g	
6	Handling charges	1	

Received the goods in good condition  Receiver's Signature with Seal	Prepared by	Checked by	For Vardhaman College of Engineering  Authorized Signature
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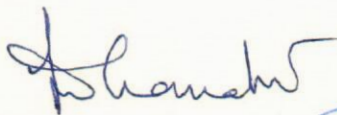
EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION AGREEMENT (hereinafter referred to as "MOU Extension") is made and entered into this 22nd day of August 2014, by and between NI Systems India (Pvt) Ltd & VARDHAMAN COLLEGE OF ENGINEERING, SHAMSHABAD, HYDERABAD, TELANGANA. Both parties hereby agree to be bound by the terms and conditions of this MOU Extension. The parties agree as follows:

- 1. PRIOR MOU:** The parties executed a MOU dated on 22-08-2014 with a term of Two years commencing on 22-08-2014 and which expired on 21-08-2016. All terms, conditions, and provisions of said MOU are hereby incorporated by attachment.
- 2. FIRST EXTENSION OF PRIOR MOU TERM:** The parties hereby agree to extend and continue the aforementioned MOU for an additional three years, commencing on 22nd August 2016 to and expiring on to 21st August 2019

IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below in two originals in English.

For NI Systems India (Pvt) Ltd



Solaikutty Dhanabal,
Academic Program Manager, India

Witness:

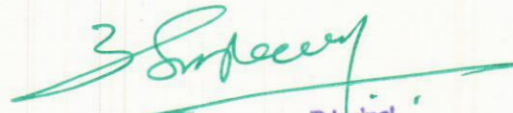


Visweswaran Jagadeesan,

Sr. Academic Technical Consultant, NI Blre

Date: 22nd August 2016

For VARDHAMAN COLLEGE OF
ENGINEERING, HYDERABAD



Principal
Authorized Signatory, VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad

Witness:



Dr. P. Sarah

Date 22/08/2016

AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6th day of FEBRUARY 2015 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11th Floor, Unitech Arcadia, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

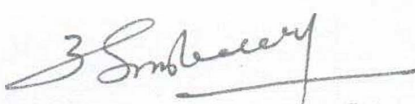
AND

Vardhaman College of Engineering having its principal place of business at Ranga Reddy (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

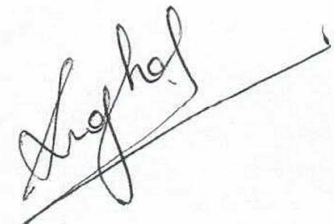
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.





NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website www.cocubes.com, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.

1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
(Unlimited)	2015	(Engineering)
(Unlimited)	2016	(Engineering)
(Unlimited)	2017	(Engineering)
(Unlimited)	2018	(Engineering)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing

CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service- available here: http://static.cocubes.com/document/reg_tc.html

4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").

4.3 Invoicing

CoCubes shall raise one invoice on the date of signing of MoU (effective date), provided the institute shares the database immediately. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represent, warrants and covenants that:

- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any

circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.

- 5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.
- 5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which are a part of the Services provided by CoCubes to the Institute.
- 5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.
- 6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.
- 6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.
- 7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.
- 7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.
- 7.4 This restriction shall however not apply to the Confidential Information which:
- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
 - (ii) Was or is in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
 - (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
 - (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
 - (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the

governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed

8. INDEMNIFICATION

8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. NON-SOLICITATION

During the tenure of this Agreement and for twelve (12) months thereafter, the Institutewill not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor ofCoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. TERM AND TERMINATION

- 12.1 The agreement will be valid for the next 4 years from Effective Date(the "Term"). The service defined in Exhibit A, must be carried out for the next 12 months as is, against the commercials stated in Exhibit B. If mutually agreeable, the contract can be extended at mutually accepted terms by signing Exhibit C annually for the next 3 years. The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this

Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

13. FORCE MAJEURE

13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:

- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
- b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

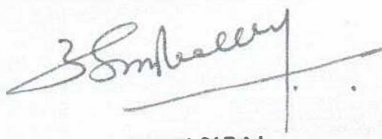
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon ^{Hyderabad} shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Gurgaon, Harayana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.




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14.3 No Assignment

This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

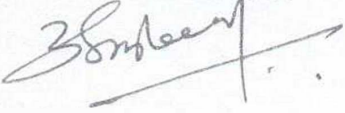

14.5 Waiver

All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorized Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorized Signatory</p>
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EXHIBIT A SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.
 - We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year. However, no unique logins are provided for first/second year. Assessments for first and second year will be conducted via a stand alone assessment engine.
 - Web enabled platform to manage internal placements and student data.
 - Online platform shall generate placement statistics for placements for your Institute.
 - SMS feature on the platform can be used as follows:
 - Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
 - Communication to Eligible/Applied/Offered/Declined/No-Response students
 - Communication module (Custom or standard Groups) is available.
 - Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per SMS.

Key Features & Benefits:

- Data Security- 7 Level Data Security
- Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data
- Bring transparency in the system wrt Education Marks, Degrees, etc.
- Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are*



tracked and communication happens on CoCubes.com

Figure 1: Administrator Level Login for University



Figure 3: Every Student gets a secure Individual Login. Student appears in Assessments, applies to jobs here.

Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online



Figure 4: Student builds his/her CV from their login. One standardized resume format for the entire college

*Web enabled platform is not applicable for training Institutes since the students are likely to belong to different colleges.

2. Career Development for Students PRE-ASSESS®

This is a standard Assessment recognized by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. A sample list is available below. This offering helps increase corporate opportunities available for the students in final year. A snapshot of the report generated post the PRE-ASSESS® is also given below.

PAN India	Name of Company	CIC	Eligibility (Academic & Exp)	Branch	Type	Emphasis on Which Sections in Pre-Assess											
						Analys	Num	Eng	CP	Den	Kod	...					
	Taty	...	...	...	...								
	OIA	...	...	...	...								
	ING	...	...	...	...								
	NIIT	...	...	...	...								

Figure 5: Sample list of companies recruiting based on scores achieved in the PRE-ASSESS®.

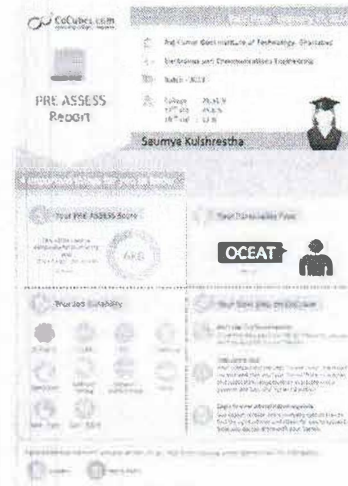


Figure 6: First page of the Individual Student Report generated on completion of the PRE-ASSESS®.

PRE-ASSESS® Process Conduction Guidelines

- PRE-ASSESS® is a 3 hour extensive exam with 7 different sections.

- In order to generate a report and be applicable for even one job- it is mandatory to give the Aptitude and Psychometric Test. If this is not done, no report will be generated and said student will not be able to apply for any company.
 - Syllabus of the PRE-ASSESS® is available here: <http://www.cocubes.com/college-offering.aspx#college-PRE-ASSESS®ment>
 - PRE-ASSESS® is conducted on a day/date convenient to the Institute- barring a Monday.
 - List of students with slots for each must be shared at a minimum of 7 days before the PRE-ASSESS® is scheduled. Failure to do so, may result in poor experience of the college and students. If this list is not shared 4 days before the scheduled PRE-ASSESS®, CoCubes.com can cancel the PRE-ASSESS® and the Institute (and every registered student in the institute) will loose one PRE-ASSESS®.
 - If, any student whose slot has been shared by the Institute at D-4, fails to appear in the given slot on said day, that student will loose one PRE-ASSESS® from the count of PRE-ASSESS® allocated to the Institute.
 - PRE-ASSESS® is invigilated by the CoCubes.com team.
 - The PRE-ASSESS® is conducted at the college premises only if the college registers more than 200 students.
 - We strongly recommend that the college conduct 2 slots while conducting the PRE-ASSESS® on any given day.
 - PRE-ASSESS® may be needed to split over 2 or more days to ensure every student registered student in the batch is able to take the same. We require that the 2 or more days be within a 7 day period.
 - Scores of PRE-ASSESS® are valid for a period of 12 months following the last date of PRE-ASSESS®.
 - Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in PRE-ASSESS®.
 - Applying on a job via the PRE-ASSESS® and then being shortlisted for interviews, requires the student to go for the interview. If the student fails to go for the interview without prior intimation of the same (atleast 3 days before the date of interview), will lead to the individual students login being disabled for period of one month.
 - Report of the PRE-ASSESS® will be generated within 7 Business Days of conduction of the PRE-ASSESS®.
 - *If the second PRE-ASSESS® is applicable:*
 - *There must be a minimum gap of six months between the first and second PRE-ASSESS®.*
 - *Sectional best of two PRE-ASSESS® scores will be the final score of the student.*
- Second PRE-ASSESS® will be conducted on a date/time as determined by CoCubes.com.*

3. **Employability Enhancement of Students**

Continuous Evaluation Program

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.

Sem	Industry Program	Academic Program
1st Year	Employability Aptitude Test, Written English Test	Coding Assessment
2-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
2-2	Employability Aptitude Test, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-2	Employability Aptitude Test(2 Test), Written English Test(2 Test)	Domain Test (Relevant Subjects)*, GATE 1, Coding Assessment
4-1	Numerical Ability, Analytical Reasoning, English Usage, PRE-ASSESS*	Domain Test (Integrated), Coding Assessment
4-2	PRE-ASSESS*	GATE 2, Coding Assessment

*This is related to GATE and Corporate requirement

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/ University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.

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**EXHIBIT B
FEES**

Offering	Degrees	Price/Student
As above	Engg	INR 2,50,000.00

*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

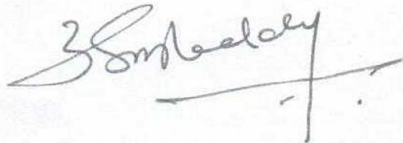
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

The service as defined in exhibit A will continue to be delivered for one year (across batches) from 'effective date' against the commercials defined in Exhibit B.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.



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EXHIBIT C
CONTRACT EXTENSION DOCUMENT

The service delivery as mentioned in Exhibit A can be extended by a further 2 years till 31st March 2018, if mutually agreeable at the below mentioned rates. *Please note the service, delivery remains as is, the commercials will be revised as follows:*

Offering	Degrees	Price/Student
As above	Engg	TBD


*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

Payment Terms: TBD.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.


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MEMORANDUM OF ASSOCIATION (MoA)

This MoA is made on the **20th day of FEB, 2018** for availing the pre-employment skill assessment program for students.

Between

M/s.Vardhaman College of Engineering, Hyderabad herein after referred to as the "Institute" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc of the One Part.

And

M/s Aspiring Minds Assessment Pvt Ltd Corporate & registered at # 323, UdyogVihar, Phase – 2 Gurgaon, Haryana 122012 here in after referred to as "ASPIRINGMINDS" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc, of the Other Part.

WITH REFERENCE TO THE ABOVE, THE INSTITUTE IS PLEASED TO PLACE THIS MoA WITH ASPIRING MINDS FOR AVAILING THE PROFESSIONAL SERVICES AS DETAILED BELOW WITH FOLLOWING SCOPE OF WORK AND COMMERCIAL TERMS & CONDITIONS:

SCOPE OF WORK:

The scope of this MoA is valid for Selected batch **BE / B – Tech** students from **Pre-Final Year (Passing-Out Batch – 2019)** for **3 Cycle Assessment (3 AMCAT + 3 Automata)** pattern in the institute for the **Academic Year 2017-2019** and will cover the following program conducted by ASPIRINGMINDS:

PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM

1. The objectives of the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM will be to:

- Determine Employment Potential of the candidate related to HR & Generic skill area
- Benchmark the candidate in terms of Industry specific recruitment standards
- Provide Psychometric-based behavioral attributes profiling and mapping
- Expose the candidate to a real life complete recruitment process used by companies in terms of fresher or campus recruitment.

2. Analytics:

Students will get:

- **Feedback & Diagnostic Report:** - Every assessed student will get a feedback report reflecting his/her performance in AMCAT. The report will highlight their strengths and employability across various sectors.
- **AMPI Report:** - Aspiring Minds Personality Inventory is based on FFM: Five Factor Model. FFM is the widely accepted model for personality assessment.
- **SVAR Report:**-SVAR is a telephone-based test used to assess a candidate's speech. It is completely automated and can currently grade a person's speech on the following traits: Pronunciation, fluency, spoken English understanding, Vocabulary, Grammar and Active listening.

Management will get:

- **Campus Performance Report:** - Aspiring Minds has prepared a unique report for Management that gives an in-depth analysis of the college performance based on the test. The report is highly useful for the management as a tool to further improve the educational system through the results shared in the report.
- **Co-Branded Logo** - The co-branded logo would allow visibility to your college as an AMCAT assessed campus. Post AMCAT, a co-branded logo would be hosted on the home page of your college website. The logo is an indicative of the "**Certificate of our Association**". Co-branding has its host of benefits. Foremost is the fact that AMCAT-assessed campuses are preferred by Corporate's for their hiring objectives because it indicates that the campus takes initiative in improving employability of students and providing them feedback. This in turn elevates the status of the campus from an employability perspective among top corporations in India, who recognize AMCAT as the most credible employability test

PLACEMENT (CAMPUS) SUPPORT INITIATIVE

3. ASPIRINGMINDS works towards bridging the gap between India Inc. and fresh Indian talent by providing a **NEUTRAL & PROFESSIONAL PLATFORM** to both the corporate & the institutes (fresh candidates).

4. Apart from the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM, as a **special value added support**, ASPIRINGMINDS will also undertake **PLACEMENT (CAMPUS) SUPPORT INITIATIVE** for the final year students for the next one year.

5. **The PLACEMENT (CAMPUS) SUPPORT INITIATIVE** will be a joint initiative of ASPIRINGMINDS & the INSTITUTE with the final objective / aim at bridging the gap between potential employer's intake requirements (across India & abroad) and the fresh talent pool passing out of the institute.

6. Aspiring Minds will be sharing the database of AMCAT assessed students with its client list. Students shortlisted by the clients for internships/final recruitment may be interviewed through multiple modes like joint campus drives, telephonic interviews, and interviews at central locations, company office or any other means decided by the company.

7. We agree to the fact that the **PLACEMENT (CAMPUS) SUPPORT INITIATIVE** will only be applicable for all the students who will be attending & completing the pre-employment skill assessment program during their final year.

FINANCIALS

8. This MoA pertains to BE / B – Tech students from Pre-Final Year (Passing-Out Batch – 2019) for 3 Cycle Assessment (3 AMCAT + 3 Automata) pattern in the institute for the Academic Year 2017-2019.

9. The Institute will agree to pay Rs.1000 + 18% GST (Rs.1180/- All Inclusive) for Pre-Final Year Students and hence the Minimum value of this MoA will be Rs. 3,54,000/- Only (INR Three Lakhs fifty four thousand rupees Only).

10. Any additional students taking the pre-employment skill assessment program over and above the agreed number of 300 Students from respective years will be charged at Rs.1180/- (All Inclusive) per student.

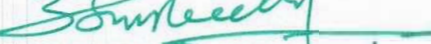
11. The Institute shall pay 50% of the total value on the day this MoA is placed. The Institute shall make the balance payment in post invoice generation to avail the benefits of the pre-employment skill assessment program.

12. All students will be provided with **3 Assessments** during their Academic Tenure pertaining to Academic year 2017-2019 (Passing-Out Batch – 2019). The Re-Assessment can be conducted only after minimum of **50 days** from the date of Previous Assessment.

13. The institute shall not be charged any other fee apart from the pre-employment skill assessment program fee agreed upon. Hence all transportation cost for Aspiring Minds Testing Team, Event Management cost or any other operational cost will not be levied to the Institute.

14. The Assessment Program as per the calendar mentioned below shall be conducted in an organized way to enhance the effectiveness of the whole program.

For
Aspiring Minds Assessment Pvt. Ltd.
323, Udyog Vihar, Phase 2,
Gurgaon – 122 016
Haryana

For 
Vardhaman College of Engineering,
Kacharam, Shamshabad, Hyderabad,
Telangana – 501 218

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.





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Cisco Academy

Vardhaman College of Engineering

Membership Agreement

[Print Agreement](#)



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Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the

Institution Legal Name: Vardhaman College of Engineering

Institution ID: 1343977

Street Address: Kacharam, Shamshabad, Ranga Reddy district

City: Hyderabad

State/Province: Telangana

Country: India

Postal Code: 501218

Agreement accepted date: 2017-10-25

First Name:

Dr Raman

*

Last Name:

Dugyala

*

Title:

Professor

*

Email:

d.raman@vardhaman.org

•

Fw: EPICS IEEE Purdue MOU signed in NJ on April 6 (facilitated by IUCEE)

principal

Wed 04-07-2018 12:37

To: principal office <principaloffice@vardhaman.org>;



Dr.S.Sai Satyanarayana Reddy *M.E., Ph.D*

Principal, Professor in CSE Dept.

Vardhaman College of Engineering

Shamshabad- Hyderabad- 501218, Telangana

Mobile: (O)9502653333. (R)9440012540,

Email: principal@vardhaman.org

saisn90@gmail.com

From: krishna_vedula@uml.edu <krishna_vedula@uml.edu>

Sent: 17 April 2018 23:47

To: principal

Subject: EPICS IEEE Purdue MOU signed in NJ on April 6 (facilitated by IUCEE)



EPICS IEEE Purdue MOU signed in NJ facilitated by IUCEE



For the past four years, IUCEE has partnered with EPICS at Purdue University (<https://engineering.purdue.edu/EPICS>). The partnership had 6 institutions in 2016 and has grown to 24 in 2018.

This has led to an MOU between EPICS in IEEE (<http://epics.ieee.org/>), EPICS Purdue, and 13 Indian colleges and universities (5 from TS, 2 from AP and 6 from TN) on April 6, 2018 at New Brunswick.

The objective of the MOU is to facilitate a new and refined learning method throughout colleges and universities in India that will encourage students to gain a deeper understanding and appreciation of meaningful technology

solutions that will improve their local communities. Additionally, the partnership will provide expert guidance that will help India enrich their curriculum and advance the way that India teaches its undergraduate engineering students.

The following representatives from India were in attendance at the MOU signing:

- M. Kantha Reddy, Director, Indo Universal Collaboration for Engineering Education, India
- Madhukar Reddy Anagandula, Secretary, SR Engineering College, TS
- Chamakura Gopal Reddy, Secretary, CMR College of Engineering & Technology, TS
- T. Vijender Reddy, Chairman, Vardhaman College of Engineering, TS
- M. Rajasekhar Reddy, Secretary, M L R Institute of Technology, TS
- A. Prashanth Reddy, Chairman, Hyderabad Institute of Technology, TS
- G. Pardha Saradhi Varma, Director, SRKR Engineering College, AP
- R. Srinivas, Vice Chairman, Sri Venkateswara College of Engineering & Tech, AP
- M. Prema, V. Principal, Kumaraguru College of Technology, TN
- Vineeth Vijayaraghavan, IEEE Education Committee, Chennai, TN

Others in the photo are

- Bill Oakes, Director, EPICS, Purdue University, USA
- S.K. Ramesh, 2017 VP IEEE Educational Activities, Former Deanm California St Univ, USA
- Krishna Vedula, Executive Director, Indo Universal Collaboration for Engineering Education, USA

IUCEE (Indo Universal Collaboration for Engineering Education) <http://iucee.org/iucee/>, welcomes other institutions interested in joining the EPICS Partnership. A workshop will be conducted on July 12 in Hyderabad by Prof. Bill Oakes of Purdue University. Those interested in participating may email Krishna_Vedula@uml.edu.

IUCEE | One University Ave, Lowell, MA 01854

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Sent by krishna_vedula@uml.edu in collaboration with

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MEMORANDUM OF UNDERSTANDING (MoU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 6th day of July 2017 by and among

M/s Parahsakthy Power Technologies Pvt. Ltd., a registered partnership firm having its registered office at H. No. 1-10-28/232/110, Lane No.6, Shiva Sai Nagar, Kushaiguda, ECIL Post, Hyderabad-500062 represented by its Managing Director Mr. CH. Jagan Mohan Rao. here in after referred as **M/s Parahsakthy Power Technologies Pvt. Ltd.**; of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premier and autonomous educational institute of national repute having its registered / Principal office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred to as "VCE") represented by its Principal; of the **SECOND PART**;

M/s Parahsakthy Power Technologies Pvt. Ltd. and **VCE** are referred to as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS **M/s Parahsakthy Power Technologies Pvt. Ltd.** a leading manufacturer of instant solvent softener and engaged in many R&D Works related to these products.

AND WHEREAS, **Vardhaman College of Engineering** established in 1999, is affiliated to Jawaharlal Nehru Technological University, Hyderabad (JNTUH), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provides need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEENN THE PARTIES HERETO AS FOLLOWS:

H. No. 1-10-28/232/110, Lane No.6, Shiva Sai Nagar, Kushaiguda, ECIL Post, Hyderabad-500062





1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.
- b) "Back ground intellectual Property" refers to intellectual property already created by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE prior to entering into this MoU.
- c) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities under a MoA pursuant to this MoU.
- d) "Technical-information" means any and all information, confidential or otherwise, such as design drawing, data, process, know-how, software, algorithms and to the information in whatsoever form tangible or intangible, generated prior to and during the execution of this MoU.
- e) Research Project" shall mean each specific research project undertaken in collaboration by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.
- f) "MoA" shall mean Memorandum of Agreement to be executed for each Research Project by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.
- g) "Project Coordinator" shall mean representative appointed by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE to coordinate and monitor each Research Project and perform other functions as described in this MoU, and or respective MoA.
- h) "Project Investigator" shall mean representative appointed by M/s Parahsakthy Power Technologies Pvt. Ltd. or VCE to undertake Research Project activities at M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE and perform other functions as described in the respective MoAs.
- i) "Project cost and charges" shall have the meaning as described below.
- j) "Project grant" shall mean external funding for the Research Project from GOI/Govt agencies/ foreign Governments and agencies/ Indian or Foreign Corporate or Not-for Profit organizations.
- k) "Project Review Committee" shall consist of representatives from both the parties to review the progress of the areas covered under this MoU and respective MoA's.

2. OBJECTIVES OF THE MoU

The Parties agree to strive to achieve the following objectives:

- 2.1 The mode of collaboration could be in the form of; (a) contract research wherein research work is assigned to VCE by M/s Parahsakthy Power tech; (b) joint development involving both the parties and/ or (c) undertaking "Research Projects' along with mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to M/s Parahsakthy Power Technologies Pvt. Ltd. through this MoU, on as needed basis.



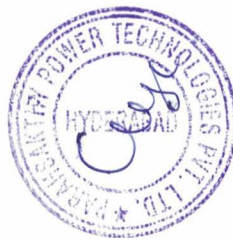


- 2.2 To facilitate exchange between technical experts of M/s Parahsakthy Power Technologies Pvt. Ltd. and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available M/s Parahsakthy Power Technologies Pvt. Ltd. staff and quality of research work at M/s Parahsakthy Power Technologies Pvt. Ltd. R&D Centre/s
- 2.4 M/s Parahsakthy Power Technologies Pvt. Ltd. to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of M/s Parahsakthy Power Technologies Pvt. Ltd. interest. VCE and M/s Parahsakthy Power Technologies Pvt. Ltd. to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy and other Industry Sectors with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of M/s Parahsakthy Power tech.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and M/s Parahsakthy Power Technologies Pvt. Ltd. (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)

The MoA shall spell out the intended research programme, the activities and time schedules, total duration of the project milestones, names & role of Project Investigators involved (from either side), other special terms & conditions (linked to milestones and part payments), date of commencement of research work and planned dates of completion of research programme etc.





The terms and conditions of this MoU are incorporated by reference into each MoA executed by the Parties. This MoU and the respective MoAs shall together comprise a binding written Agreement between the Parties, effective as of the date of mutual execution of the MoA. However, in case of any conflict between the MoU and MoA, the MoA shall prevail.

Parties may extend the validity of this MoU till such time any of the MoAs are subsisting.

4. FINANCIAL TERMS

- 4.1 The Research Project cost and charges for the scope of work of VCE (therein after referred to as "project cost") include inter alia payment to technical and non-technical manpower, expenses for equipment utilization, VCE's overhead costs, cost of local and out station travel, accommodation, contingencies, taxes, additional taxes (like CESS etc.), duties and other costs as agreed in the MoA.
- 4.2 Payment of the project cost will be made to VCE as per the provision contained in the respective MoA.
- 4.3 VCE shall provide necessary information, certificates and documents to M/s Parahsakthy Power Technologies Pvt. Ltd. regarding any concessions/exemptions applicable under Customs, C-excise, Service Tax and income Tax Laws. The rebate, if any, shall be transferred fully to M/s Parahsakthy Power tech, by way of reducing the total project cost.

5. INFRASTRUCTURAL FACILITIES

- 5.1 A large part of Research Project shall be carried out at VCE. The personnel engaged by VCE for the research project (Project associates) may also carry out additional research work at M/s Parahsakthy Power Technologies Pvt. Ltd. utilizing available facilities, if required.
- 5.2 VCE shall permit project associate M/s Parahsakthy Power Technologies Pvt. Ltd. engineers access to all resources required to complete the project work including his or her thesis, as the case may be.

6. PERFORMANCE EVALUATION

- 6.1 M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE shall be constituted for this purpose.
- 6.2 M/s Parahsakthy Power Technologies Pvt. Ltd. shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at M/s Parahsakthy Power Technologies Pvt. Ltd. out of the project grant/project cost. M/s Parahsakthy Power Technologies Pvt. Ltd. / VCE shall be subject to availability,

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consider providing accommodation to the representatives of each other during their visit to the premises of Parties.

- 6.3 VCE Project Coordinator will send a quarterly project status report to M/s Parahsakthy Power Technologies Pvt. Ltd. Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to M/s Parahsakthy Power tech. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. M/s Parahsakthy Power Technologies Pvt. Ltd. Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.
- 8.2 M/s Parahsakthy Power Technologies Pvt. Ltd. shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to M/s Parahsakthy Power tech.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.
- 8.4 Any publication by VCE, arising out of the Research work shall require prior approval of M/s Parahsakthy Power tech's Management. Such approvals shall be considered by M/s Parahsakthy Power Technologies Pvt. Ltd. on priority basis, preferably within a period of 30 days.
- 8.5 Prior to the publication of the results, all patentable invention/ results contained therein, the same shall be filed for registration at M/s Parahsakthy Power Technologies Pvt. Ltd. s costs. Subsequently M/s Parahsakthy Power Technologies Pvt. Ltd. will maintain these registered intellectual properties using its existing infrastructure and
- 8.6 Either party shall promptly inform the other party of any infringement or other infraction of the Intellectual Property Rights pertaining to the Technical Information to present further breach of infraction or project and maintain the Intellectual Property Rights.





9. CONFIDENTIALITY OF TECHNICAL INFORMATION

- 9.1 VCE and project associates shall, at all time, treat the "Technical Information", generated and / or acquired by them pursuant hereto in the project as strictly confidential. The Technical Information shall not be disclosed, published, used or applied for any purpose other than those specified in specific MoA and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU and the specific MoA.
- 9.2 All information acquired by either party from the other party shall be treated as "confidential" and shall not be passed on to any third party except with the prior approval and written consent consent of disclosing party.
- 9.3 On termination of the MoU, each Party shall return all Technical Information provided by other party under the MoU within thirty (30) days from the date of termination. Project coordinators from each party will certify that all Confidential Information from M/s Parahsakthy Power Technologies Pvt. Ltd. and VCEhas either been returned or destroyed without retaining any soft or hard copies.

10. TEMINATION OF THIS MoU

- 10.1 Parties reserve the right to terminate this MoU at any time for reasons including but not limited to non-performance, changes in business scenario, product profile of the parties, etc, failure to achieve the objectives in this MoU or MoA's by giving two months notice in writing to the other party.
- 10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and termination of such MoAs shall be effected only if they are specifically terminated by M/s Parahsakthy Power Technologies Pvt. Ltd. in terms of the respective MoAs on case to case basis.

11. FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, M/s Parahsakthy Power tech, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's





12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13. GENERAL PROVISIONS

13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of M/s Parahsakthy Power tech. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.

13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMENDMENTS

Amendments No amendment or modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15. ADDRESSES OF THE PARTIES AND COMMUNICATION

15.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee-PARTY may in writing designate from time to time for these purposes.

15.2 Communications by M/s Parahsakthy Power Technologies Pvt. Ltd. involving financial and administrative matters are to be sent to Principal, those relating to technical communication of Research Project activities are to be sent to the Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.

16. EFFECTIVE DATE

16.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in for a period of Five Years unless terminated earlier.

16.2 The parties further agree if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoAs only, the term of this MoU will be automatically extended until the expiration or termination of such MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.





17. SETTLEMENT OF DISPUTES

17.1 In the event of dispute arising from this MoU in connection with its execution. The parties undertake to endeavor to settle these amicably. However, if parties fail to resolve the disputes amicably, all the disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration & Conciliation Act, 1966 or amendments thereof by a sole arbitrator appointed by the parties by mutual consent failing which within sixty days of the reference shall be nominated as per the Arbitration & Conciliation Act, 1966. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.

17.2 Work under this MoU shall be continued by VCE during the arbitration proceedings unless otherwise directed in writing by M/s Parahsakthy Power tech, or unless the matter is such that the work cannot be continued until the decision of the arbitrator's is obtained.





18. APPLICABLE LAW

The MoU shall be construed, interpreted and governed by the laws of India

19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by M/s Parahsakthy Power Technologies Pvt. Ltd. and VCE.

Signed on this 6th day of July 2017 by the Parties to this MoU

For M/s Parahsakthy Power Technologies Pvt. Ltd.	For VCE, Hyderabad
Name: Jagannath Rao	Name: Dr. S. Saisatyanarayana Reddy
Designation: Managing Director	Designation: principal, Vardhaman.
Address /Seal For PARAHSAKTHY POWER TECHNOLOGIES PVT. LTD.  Managing Director	Address /Seal  Principal VARDHAMAN COLLEGE OF ENGINEERING Shamshabad, Hyderabad
Witnesses(Name & Address) 1. 2.	Witnesses(Name & Address) 1. 2.
	

Fw: Vardhaman College of Engineering - Welcome to the Qlik Academic Program!

A RAJANIKANTH

Thu 24-10-2019 15:16

To: Madhuri T <madhuri.t@vardhaman.org>

From: Sarah Miller <sms@qlikview.com>

Sent: 05 January 2018 20:00

To: A RAJANIKANTH <rajanikanth.aluvalu@vardhaman.org>

Cc: fkh@qlik.com <fkh@qlik.com>; adv@qlikview.com <adv@qlikview.com>

Subject: Vardhaman College of Engineering - Welcome to the Qlik Academic Program!



Welcome to the Qlik Academic Program

Greetings Rajanikanth ,

Congratulations, you have been accepted into the Qlik Academic Program! Wherever you are in your learning journey with Qlik, we are excited to share our software and wonderful learning resources with you.

An active username is needed to access all resources, please open your email to activate the username (the email might be in your spam or junk folder).

Please read below to access these amazing resources:

- **Downloading Qlik Sense Desktop Software:** Follow the [instructions provided here](#).
- **Accessing the Qlik Continuous Classroom (QCC):** All on-demand, self-service resources below are available on the QCC learning platform. Access now by [logging into the QCC](#) using your Qlik username and selecting “Academic Program” on the top menu of the QCC homepage:
 - **Free Training:** You now have access to all QCC modules in the Business Analyst and Data Architect pathways. Note: This subscription will expire one year from today. For access after the expiration period, please reapply to the program.
 - **Qlik Sense Qualification:** Apply your Qlik skills and test your knowledge to earn a Qlik Sense Qualification, including a printable certificate and a digital badge for sharing on your resume, LinkedIn, and other social sites.
 - **Data Analytics Curriculum:** This curriculum helps you teach in demand data literacy concepts to your students in a flexible, multimodal format. Data Visualization and Introduction to Data Analytics courses are available and include on-demand videos, lecture materials, handouts, activities and a real-world, interactive business use case.
- **Share with your students:** Students should apply to the program by visiting our [Qlik Academic Program page](#) and submitting a student application. Students will receive the same resources listed above. To assist in the student validation process, you

can help us by submitting a list of your students to the AcademicProgram@qlik.com (not required, but will speed up the application process).

- **Collaborate with other Academics:** Join the Qlik Academic Program Forum and gain/share expertise with other Professors around the world. Log in and [request access to the forum here](#).

You have been assigned a Regional Champion who can help answer questions and support your local needs. Your Regional Champions are Fahad and Agastin, copied on this email. Please feel free to contact them as needed.

Happy Qlik'ing!

Thank you,
Pankaj Muthe
Qlik Academic Program

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PPC
Authorised Signatory

A-201, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 www.redhat.com



**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Parties	
Partner information	Red Hat India Private Limited.
Company name: Vardhaman College of Engineering	Contact Name: Abhijeet Roy
Address: Vardhaman College of Engineering, Kacharam, Shamshabad - 501 218, Hyderabad, Telangana, India	Email: aroy@redhat.com
Contact name: Dr S Sai satyanarayana Reddy	Tel.no. +91 -22-61147588
Email: principal@vardhaman.org	Fax: +91-22-61147599
Telephone: 08413 - 253335, 253201 / 09502653333	

Territory
INDIA

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

Applicable Program Appendices	Program(s)	Location of Program Terms
<i>(mark all that apply)</i>		
<input checked="" type="checkbox"/>	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
<input checked="" type="checkbox"/>	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Vardhaman College of Engineering

S. Sai Satyanarayana Reddy
Signature

S. SAI SATYANARAYANA REDDY
Printed Name

Dr.
Title

11/2/2017
Date



Red Hat Partner Agreement (India)

Red Hat India Private Limited

Sovik Bromha
Signature

SOVIK BROMHA
DIRECTOR FINANCE
Printed Name

Title

5/1/2018
Date



S. Sai Satyanarayana Reddy
Principal
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad



29/12/17
Initials/Date

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

2. **Definitions.**

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

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

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

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

“**Course Materials**” means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations.

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

“**Exam**” means a Red Hat performance based certification exam.

“**Manuals**” means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

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

“**Services**” means Learning Services provided as part of the Program.

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


“**Student Fee**” shall mean the per Student per Course fee set forth in Exhibit A of this Appendix, if applicable.

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

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

“**Technical Training**” means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course




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3. License and Ownership

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

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

3.2 Retained Rights. No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

3.3 Permitted Marks. Partner may only use the logo(s) set forth in Exhibit B to the Program, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

3.4 Copyright Notices. Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

3.5 Use of Red Hat Software. Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

4.1 General. Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

4.2 Direct. If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Part-

ner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.

6. **Term, Termination and Mandatory Disclosure**

6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."

6.2 **Termination.**

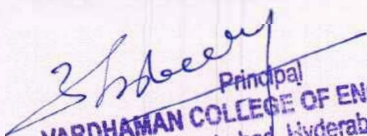
2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.

6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.

6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.

6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).




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

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

2. Partner Requirements.

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

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




SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Authorized Signatory Details</u>	<u>Details of Contact Person</u>	<u>Location Name</u>
Vardhaman College of Engineering Autonomous	Vardhaman Educational Society	Kacharam,Shamshabad, Hyderabad,Telangana,India,501218	Dr. S. Sai Satyanarayana Reddy Principal	Dr. H. Venkateswara Reddy CSE HOD hodcse@vardhaman.org 9491872367	Hyderabad

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01.06.2018


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SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed

a. General Facilities

- i. Furnished IT lab/s with furniture
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation/supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service with TCS and/or its Authorized Personnel as and when required.
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable


- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. Fees:

- a. TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP centre is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available.
- b. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
1	Test centre Administrator	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1550 per day
2	IT Managers	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1550 per day
3	IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs.900 per day
4	Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1000 per day	Rs.1100 per day
5	Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs.650 per day

TCS/ its Service Provider shall pay the aforesaid charges basis actual invoice received from the LISP


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- c. Other Reimbursements Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below.

#	Description	Price
1	Surveillance Camera facility to record a session	Rs. 10 per node per day
2	Print Per Sheet	Rs. 1 per sheet

- TCS shall pay food expenses to LISP maximum upto Rs. 4 per candidate as per exam specific guidelines for providing food to TCS &/or LISP staff and Observers from examination conducting body on the day of the examination.
- TCS shall pay maximum upto Rs. 2 per candidate as per exam specific guidelines to the LISP towards miscellaneous expenses incurred during the day of the examination.

- d. Diesel Generator Cost: LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 4.5 per candidate

Number of Shift	Single Shift	Double Shift	3 or More Shift
Minimum Amount:	Rs. 800	Rs. 1,500	Rs. 2,200

LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.

On the day of the examination in case diesel generator fails and TCS is required to arrange for alternate diesel generator, LISP shall pay the actual expense incurred as follows:

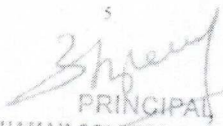
- In case LISP has a valid invoice for which payment is due from TCS, LISP can raise a credit note against the valid invoice.
- In case LISP does not have a valid invoice, LISP shall raise a credit note along with cheque for the actual expense.

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.
- In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP.

SCHEDULE - 3 SERVICE LEVEL CREDITS

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel.
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order.
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.


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SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____
(Facilities Agreement) has been signed by authorized representatives of each party.

Change Request
No.: _____

Date Initiated _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties

Description of Change:

Following are the changes/additions agreed to

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited


Authorized Signatory

Date

LISP

Authorized Signatory

Date



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Facilities Agreement

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as "TCS" (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a "LISP" (which expressions shall, unless the context requires otherwise, include its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services")
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:- TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:- This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP:- LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In this event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electricity, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, and consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees:- TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees, charges, taxes etc. with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes, etc. during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of

TCS Proprietary and Confidential

Version 01

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revenue and/or profit) exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. **Confidential Information:** - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision, (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party, (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party, or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. **Intellectual Property Rights:** LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. **Termination:** (9.1) **Termination for convenience by TCS:** TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(9.2) **Termination for Material Breach:** Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and

Denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(9.3) **Effect of termination:** Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. **Miscellaneous:** - (10.1) **Independent Contractors and Assignment:** LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(10.2) **Change Request:** Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(10.3) **Governing Law, Dispute Resolution and Jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(10.4) **TCS Supplier Code of Conduct:** The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at [HTTP://WWW.TCS.COM/SITECOLLECTIONDOCUMENTS/ABOUT%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF](http://www.tcs.com/sitecollectiondocuments/about%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF).

(10.5) **Entire Agreement:** This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof.

(10.6) **Notice:** Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

VARDHAMAN COLLEGE OF ENGINEERING AUTONOMOUS

By: [Signature]
Name: Dr. S. Sai Satyanarayana Reddy
Title: Principal

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

TATA Consultancy Services Ltd.

By: [Signature]
Name: Mr. Venkateswamy Ramaswamy
Title: Global Head - TCS iON

[Signature]
PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



BERKADIA

Memorandum of Understanding

Between

Berkadia Services India Private Limited

And

VARDHAMAN COLLEGE OF ENGINEERING

This memorandum of understanding is made on Date between Berkadia Services India Private Limited, 9th Floor, Block 2, DLF Cybercity Gachibowli Village, Plot No:129 to 132 Serilingampalli Mandal, Hyderabad AP 500019 and **VARDHAMAN COLLEGE OF ENGINEERING** situated at **Kacharam, Shamshabad - 501 218, Hyderabad, Telangana, India** . Review of this memorandum shall be made on or before Date, at which time this agreement may be extended, modified or terminated.

In order to promote co operation and advancement of Academic and Business Exchanges between Berkadia Services India Private Limited and **VARDHAMAN COLLEGE OF ENGINEERING** agree upon the following:

- 1.1 Berkadia Services India Private Limited & **VARDHAMAN COLLEGE OF ENGINEERING**, Joint Certification Program (JCP) to be offered as an optional course to the student along with the regular **B. Tech** course.
- 1.2 Berkadia Services India Private Limited would have the first right to interview and select students within the Academic Year for employment with Berkadia Services India Private Limited, from those who undergo this JCP.
2. Berkadia Services India Private Limited agrees to :
 - 2.1 Develop the JCP curriculum and communicate the same to **VARDHAMAN COLLEGE OF ENGINEERING**.
 - 2.2 Conduct / arrange for guest lectures for the portion of the curriculum provided in the annexure
3. **VARDHAMAN COLLEGE OF ENGINEERING** agrees to:
 - 3.1 Conduct lectures for the portion of the curriculum of JCP provided in the annexure
 - 3.2 Ensure infrastructure facilities / needs
4. The purpose of this Memorandum of understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.



BERKADIA

5. Provide training material, jointly developed between Berkadia Services India Private Limited and **VARDHAMAN COLLEGE OF ENGINEERING**, for the JCP being offered.
6. The offers will be made to the select students by Berkadia Services India Private Limited post successful completion of the course & exam.
7. Post acceptance of offer by Berkadia Services India Private Limited, the students shall not participate in the on campus placement process of any other organization thereafter.
8. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
9. Each institution shall designate a liaison officer to develop and co ordinate the specific activities agreed up on.
10. This Memorandum of Understanding imposes no financial obligation on either party.
11. Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the currency of this Memorandum of Understanding.
12. Each party shall keep confidential any information that it receives from the other party. Publication of any material that is jointly developed by the two parties will be considered as confidential and will not be shared in any public forum or with any third party, without prior consent / approval of the other in writing , obtained from the authorized signatory.
13. This memorandum shall remain in effect until terminated by either party.
14. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of understanding, basis discussion and up on mutual agreement between the two parties.

For **Berkadia Services India Private Limited**



Name – **Peter Samuel**

Designation – **Site Director**

Date: 23-08-2018

For **VARDHAMAN COLLEGE OF ENGINEERING**



Name – **Dr. S. SAI SATYANARAYANA REDDY**

Designation - **PRINCIPAL**

Date: 23-08-2018



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Affiliated to JNTUH, Approved by AICTE,

Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

Memorandum of Understanding

Between

Berkadia Services India Private Limited

And

VARDHAMAN COLLEGE OF ENGINEERING

This memorandum of understanding is made on Date between Berkadia Services India Private Limited, 9th Floor, Block 2, DLF Cybercity Gachibowli Village, Plot No:129 to 132 Serilingampalli Mandal, Hyderabad AP 500019 and **VARDHAMAN COLLEGE OF ENGINEERING** situated at **Kacharam, Shamshabad - 501 218, Hyderabad, Telangana, India**. Review of this memorandum shall be made on or before Date, at which time this agreement may be extended, modified or terminated.

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- 1.2 Berkadia Services India Private Limited would have the first right to interview and select students within the Academic Year for employment with Berkadia Services India Private Limited, from those who undergo this JCP.
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 - 2.2 Conduct / arrange for guest lectures for the portion of the curriculum provided in the annexure
3. **VARDHAMAN COLLEGE OF ENGINEERING** agrees to:
 - 3.1 Conduct lectures for the portion of the curriculum of JCP provided in the annexure
 - 3.2 Ensure infrastructure facilities / needs
4. The purpose of this Memorandum of understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.

Shamshabad - 501 218, Hyderabad, Telangana, India.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Affiliated to JNTUH, Approved by AICTE,

Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

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7. Post acceptance of offer by Berkadia Services India Private Limited, the students shall not participate in the on campus placement process of any other organization thereafter.
8. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.
9. Each institution shall designate a liaison officer to develop and co ordinate the specific activities agreed up on.
10. This Memorandum of Understanding imposes no financial obligation on either party.
11. Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the currency of this Memorandum of Understanding.
12. Each party shall keep confidential any information that it receives from the other party. Publication of any material that is jointly developed by the two parties will be considered as confidential and will not be shared in any public forum or with any third party, without prior consent / approval of the other in writing , obtained from the authorized signatory.
13. This memorandum shall remain in effect until terminated by either party.
14. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of understanding, basis discussion and up on mutual agreement between the two parties.

For **Berkadia Services India Private Limited**

Name – Peter Samuel

Designation – Site Director

Date: 23-08-2018

For **VARDHAMAN COLLEGE OF ENGINEERING**

Name – Dr. S. SAI SATYANARAYANA REDDY

Designation - PRINCIPAL

Date: 23-08-2018

Shamshabad - 501 218, Hyderabad, Telangana, India.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

MEMORANDUM OF UNDERSTANDING (MOU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 27th day of January 2017 by and among.

Devi Electronics, a registered partnership firm having its registered office at **Habsiguda, Hyderabad – 500 079** acting through its **R&D Unit located at Habsiguda, Hyderabad-500 0079** (hereinafter referred as "Devi Electronics") represented by its Director (R&D) Marketing / its duly authorized representative (as applicable), of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premium and autonomous educational institute of national repute having its registered / principal office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred as "VCE") represented by its Principal/ its duly authorized representative (as applicable), of the **SECONDT PART**;

Devi Electronics and **VCE** are referred as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS **Devi Electronics** a leading manufacturer and exporters of Electrical Machines, High Voltage Equipment, vacuum circuit breakers, Weldable bushings and other electrical T&D products engaged in many R&D works related to these products.

AND WHEREAS, **Vardhaman College of Engineering** established in 1999, is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provide need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEENN THE PARTIES HERETO AS FOLLOWS:



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to Devi Electronics through this MoU, on as needed basis.

- 2.2 To facilitate exchange between technical experts of Devi Electronics and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available Devi Electronics staff and quality of research work at Devi Electronics R&D Centre/s
- 2.4 Devi Electronics to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of Devi Electronics interest. VCE and Devi Electronics to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy, Transportation, Transmission and Industry Sectors and other areas with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of Devi Electronics.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and Devi Electronics (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

Parties concerned project managers/ supervisor from Devi Electronics / VCE shall be constituted for this purpose.

- 6.2 Devi Electronics shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at Devi Electronics out of the project grant/project cost. Devi Electronics /VCE shall subject to availability, consider providing accommodation to the representatives of each other during their visit to the premises of Parties.
- 6.3 VCE Project Coordinator will send a quarterly project status report to Devi Electronics Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to Devi Electronics. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. Devi Electronics Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.
- 8.2 Devi Electronics shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to Devi Electronics.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.
- 8.4 Any publication by VCE, arising out of the Research work shall require prior approval of Devi Electronics's Management. Such approvals shall be considered by Devi Electronics on priority basis, preferably within a period of 30 days.

**11. FORCE MAJEURE**

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, Devi Electronics, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's

12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13. GENERAL PROVISIONS

- 13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of Devi Electronics. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.
- 13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMEMDMENTS

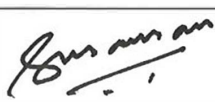
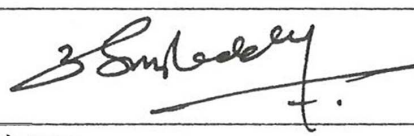


Amendments No amendment of modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.



19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by Devi Electronics and VCE.

Signed on this 27th day of January 2017 by the Parties to this MoU

For Devi Electronics, Hyderabad	For VCE, Hyderabad
	
Name: S. V. RAMAN	Name: S. SAI SATYANARAYANA REDDY
Designation: MANAGER (OPERATIONS)	Designation: PRINCIPAL
Address /Seal DEVI ELECTRONICS Flat GA, Hide Away Apartments, St. No. 4, Kakateeya Nagar, Habsiguda Hyderabad-500 007 Ph: 9440884985	Address /Seal 
Witnesses(Name & Address) 1.  2.	Witnesses(Name & Address) 1. 2.



Welcome to the Hortonworks Academic Program. We are excited to partner with you to deliver world-class educational content, certification opportunities, and experience with Hortonworks technologies to students around the world.

Our aim is to enable you to introduce students to the Hadoop Data Platform (HDP), an open source software Apache™ Hadoop® data platform, and in doing so, to equip them with HDP technical skills to complement their chosen fields of study.

Attached you will find the following important items:

1. A Program Guide that describes the partnership at a high level.
2. The Hortonworks Academic Program Logo for use on your website, in your catalogs or in any of your marketing collateral.
3. A Getting Started document that explains the actions we ask you to take right away in order to gain access to course materials and get things moving.

We look forward to a successful partnership. Welcome aboard!

Best Regards,

The Hortonworks Academic Team

AcademicProgram@hortonworks.com

<http://hortonworks.com/training/class/hortonworks-university-academic-program/>



Academic Program Guide

Hortonworks University
Hadoop Training Courses

Introduction

Thank you for your interest in the Hortonworks Academic Program. This guide is intended to explain both the value and the mechanics of partnering with Hortonworks University.

Our aim is to make Hortonworks Academic partnerships mutually beneficial.

Why Partner?

Hortonworks is the only 100-percent open source software provider to develop, distribute and support Apache Hadoop connected platforms explicitly architected, built and tested for enterprise-grade deployments.

The Hortonworks Academic program is designed to expand, support and accelerate the growth of a vibrant Apache Hadoop ecosystem, and we welcome you to join us in that effort.

Our program has all of the elements of a world-class technology vendor Academic program, including an easy, online application process, best-in-class course materials and technical labs, affordable student guides, and student discounts toward professional certification.

Application and Agreement

APPLICATION PROCESS

There is no cost to apply to or join our Academic program.

In order to participate in the Hortonworks Academic program, a staff member from your accredited college or university must first complete the online application found here:

Hortonworks University - Academic Program Guide

hortonworks.com/training/hortonworks-university-academic-program

Upon submitting the click-through agreement (step 4 of the 4-step application process), your accredited college or university agrees to the program Terms and Conditions and becomes a member of our Academic partner ecosystem. You will be sent a welcome it with a Getting Started document right away.

INCLUSIONS:

The program provides the designated college or university staff members with Hortonworks-generated course content and hands-on technical labs, instructor preparation materials, and go-to-market assistance, such as course data sheets, descriptions and logos that you may include in your course catalogs.

Available course titles include (but are not limited to):

- HDP Operations: Hadoop Administration I (32 hours)
- HDP Developer: Apache Pig and Hive (32 hours)
- HDP: Data Science (24 hours)

Hortonworks may add or remove course titles at any time or for any reason, but we will not disrupt access to materials aligned with courses already in progress.

Program Benefits

The Hortonworks Academic program offers a full range of world-class benefits. All benefits are designed to help you deliver Hortonworks training course materials to your registered students over the course of your academic calendar quarter, trimester or semester.

Hortonworks University - Academic Program Guide

COURSE MATERIALS & TECHNICAL LABS

Course materials, including set-up instructions, student guides, technical labs, and supplemental instructor preparation material will be made available via Box to the staff members using our materials in their classrooms to registered students. These materials are for staff use only and not for student use.

PARTNER PORTAL

Academic partners will automatically be set up with an account on our Partner Portal. The portal is where Hortonworks will share course data sheets, course descriptions, logos, program guides, policies and other program-level materials.

STUDENT MATERIALS

Students will be able to purchase our course materials at a low cost via our print vendor. Please provide an approximate head count for your class by sending an email to: academicprogram@hortonworks.com. We will update our records and send you the link for your students to order materials.

Students will also have the option to purchase a professional certification exam at a low cost via our certification vendor, Innovative Exams. Our professional certification exams are a credential that students will carry on with them throughout their career.

Program Requirements

In order to participate in the program, potential Academic partners must have the appropriate resources to support the classes they intend to teach. The academic institution is responsible for the following:

Hortonworks University - Academic Program Guide

- Advertisement in your course catalog
- Student registration
- Instructor Preparation
- Classroom facilities
- Technical set-up
- Meeting bandwidth requirements
- Ensuring students can meet bandwidth requirements

Contact Us

WEBSITE:

hortonworks.com/training/hortonworks-university-academic-program

EMAIL: AcademicProgram@hortonworks.com



HORTONWORKS®

PARTNER

ACADEMIC



Getting Started

Welcome!

We would like to provide access to our course materials right away so that you may begin your preparation work.

We have established that two, and only two, professors shall have access to the Box account where our course materials and set-up guides reside.

Kindly complete the required fields below with the name, email address and **which Hortonworks courses each of the professors plan to teach.**

Approximate Start Date:

Contact #1

* Name:

* Email Address:

* **Hortonworks Course Titles:**

Contact #2

* Name:

* Email Address:

* **Hortonworks Course Titles:**

Once you have been set up in our system, you will receive an automated email linking you to the Box account where the materials reside.

NOTE: Please check the set-up guides as soon as you receive access. We recommend using the downloadable VM versions of our courses otherwise an AWS account is needed.

Please return this form to: AcademicProgram@hortonworks.com

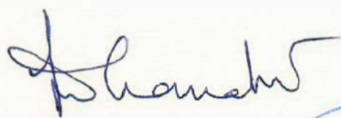
EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION AGREEMENT (hereinafter referred to as "MOU Extension") is made and entered into this 22nd day of August 2014, by and between NI Systems India (Pvt) Ltd & VARDHAMAN COLLEGE OF ENGINEERING, SHAMSHABAD, HYDERABAD, TELANGANA. Both parties hereby agree to be bound by the terms and conditions of this MOU Extension. The parties agree as follows:

- 1. PRIOR MOU:** The parties executed a MOU dated on 22-08-2014 with a term of Two years commencing on 22-08-2014 and which expired on 21-08-2016. All terms, conditions, and provisions of said MOU are hereby incorporated by attachment.
- 2. FIRST EXTENSION OF PRIOR MOU TERM:** The parties hereby agree to extend and continue the aforementioned MOU for an additional three years, commencing on 22nd August 2016 to and expiring on to 21st August 2019

IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below in two originals in English.

For NI Systems India (Pvt) Ltd



Solaikutty Dhanabal,
Academic Program Manager, India

Witness:

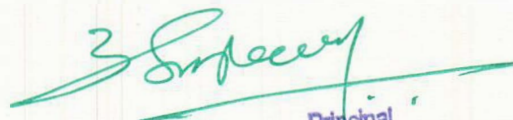

22/08/2016

Visweswaran Jagadeesan,

Sr. Academic Technical Consultant, NI Blre

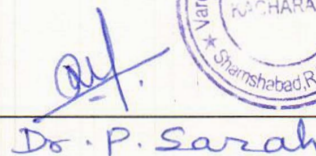
Date: 22nd August 2016

For VARDHAMAN COLLEGE OF
ENGINEERING, HYDERABAD



Principal
Authorized Signatory
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad

Witness:


Do. P. Sarah

Date 22/08/2016

**MEMORANDUM OF UNDERSTANDING (MOU)**

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 12th day of February 2017 by and among.

Powertronics , a registered partnership firm having its registered office at Petechenappa Industrial Area Bangalore, 080-23581686 acting through its **R&D Unit** (hereinafter referred as "**Powertronics**") represented by its Director (R&D) Marketing / its duly authorized representative (as applicable), of the **FIRST PART**;

AND

Vardhaman College of Engineering, a premium and autonomous educational institute of national repute having its registered / principal office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred as "VCE") represented by its Principal/ its duly authorized representative (as applicable), of the **SECONDT PART**;

Powertronics and **VCE** are referred as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS **Powertronics** a leading manufacturer and exporters of Electrical Machines , High Voltage Equipment, vacuum circuit breakers, Weldable bushings and other electrical T&D products engaged in many R&D works related to these products.

AND WHEREAS, **Vardhaman College of Engineering** established in 1999, is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provide need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEENN THE PARTIES HERETO AS FOLLOWS:



agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to **Powertronics** through this MoU, on as needed basis.

- 2.2 To facilitate exchange between technical experts of **Powertronics** and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available **Powertronics** staff and quality of research work at **Powertronics** R&D Centre/s
- 2.4 **Powertronics** to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of **Powertronics** interest. VCE and **Powertronics** to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy, Transportation, Transmission and Industry Sectors and other areas with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of **Powertronics**.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and **Powertronics** (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey,



6. PERFORMANCE EVALUATION

- 6.1 **Powertronics** and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from **Powertronics** / VCE shall be constituted for this purpose.
- 6.2 **Powertronics** shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at **Powertronics** out of the project grant/project cost. **Powertronics** /VCE shall subject to availability, consider providing accommodation to the representatives of each other during their visit to the premises of Parties.
- 6.3 VCE Project Coordinator will send a quarterly project status report to **Powertronics** Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to **Powertronics**. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. **Powertronics** Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.
- 8.2 **Powertronics** shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to **Powertronics**.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized



10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and termination of such MoAs shall be effected only if they are specifically terminated by **Powertronics** in terms of the respective MoAs on case to case basis.

11. FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, **Powertronics**, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's

12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13. GENERAL PROVISIONS

- 13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of **Powertronics**. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.
- 13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMEMDMENTS

Amendments No amendment of modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.



VARDHAMAN COLLEGE OF ENGINEERING

Powertronics

17.2 Work under this MoU shall be continued b VCE during the arbitration proceedings unless otherwise directed in directed I writing by **Powertronics**, or unless the matter is such that the work cannot be continued until the decision of the arbitrator's obtained.

18. APPLICABLE LAW

The MoU shall be construed, interpreted and governed by the laws of India, shall have exclusive jurisdiction.

19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by **Powertronics** and VCE.

Signed on this 12th day of February 2017 by the Parties to this MoU

For Powertronics, Bangalore	For VCE, Hyderabad
Name: Mr.V.S.SHIVAKUMAR	Name: S.SAI SATYANARAYANA REDDY
Designation: CHIEF EXECUTIVE	Designation: PRINCIPAL
Address /Seal POWERTRONICS No. 113, 2nd Floor, 1st Main, Petechennappa Indl. Area, Kamakshipalya, Behind Poojashree Convention Hall, Magadi Road, Bangalore - 560 079. Tel : 080 - 23581686	Address /Seal
Witnesses(Name & Address)	Witnesses(Name & Address)
1. Mr. Harisha .A. No.9,7 th cross,Near Kempegowda School Kamakshipalya.Bangalore-560 079	1.
2. Mr.Viswanath 291,6 th Cross, SanjiviniNagara Sahakaranagara Post. Bangalore-560 092	2.



తెలంగాణ తెలంగాణ TELANGANA
No. 987 Date 22/7/15 Val. 100/-

NWalgA 128085
N. VASUNDHARA
Licenced Stamp Vendor
LIC No. 15-20-042/2012
10-182 (1-100 Old).
Siddappa Road
SHAMSHABAD R.R Dist
Cell 7569985596

Sold to: Dr. T. Vejendar Reddy s/o T. Bal Reddy, R/o Kacharam
For whom: Vardhaman College of Engineering.

RETAINERSHIP AGREEMENT

THIS AGREEMENT IS MADE ON THIS 22nd DAY OF JULY 2015

BETWEEN

Vardhaman College of Engineering (VCE) an existing Educational Institution Permanently Affiliated to JNTUH, Hyderabad and registered by DST as Scientific and Industrial Research Organization (SIRO) having its Registered Office at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 India through its Research & Development Activity, at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 hereinafter called "Vardhaman College of Engineering (VCE)" (which expression shall unless repugnant to the context or

[Handwritten signature]



meaning thereof be deemed to include its successors and permitted assignees) of the ONE Part.

AND

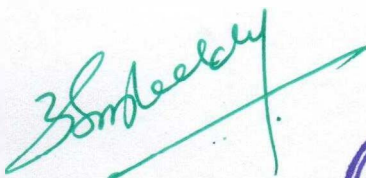
M/s. L.S.DAVAR & CO., Patent Trade Mark Attorneys, 32, Radha Madhab Dutta Garden Lane, Kolkata - 700 010 Tel: 033 23633251, hereinafter called "Attorneys"(which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) on the OTHER PART.

(Attorneys and Vardhaman College of Engineering are also hereinafter collectively referred to as "Parties" and individually as "Party")

WHEREAS "Vardhaman College of Engineering (VCE)" also deals with various Research activities for which inventions, innovations, Trademarks, Copyright, designs etc are made regularly. To protect the Intellectual property rights created under such Research and Development, "Vardhaman College of Engineering (VCE)" is now interested in engaging the attorneys for utilizing their services on all Intellectual property related activities like drafting, filing and registration of patent applications and other related Intellectual property activities.

NOW THEREFORE, PARTIES TO THIS AGREEMENT hereby agrees and declares as follows:

1. That "Vardhaman College of Engineering (VCE)" hereby appoints and retains the Attorneys for the purpose of drafting, filing and registration of patent and other activities necessary to for such purpose. Indicative list of obligations of the Attorneys are provided in Annexure- I. The Attorneys shall perform such activities necessary for drafting, filing and registration of patent including but not limited to:



(i) That the Attorneys will hold discussions with the representative(s) of "Vardhaman College of Engineering (VCE)" on all matters related to Intellectual Property Rights as and when required regarding drafting specifications and preparing the applications for patents, designs, trademarks and copyrights developed by "Vardhaman College of Engineering (VCE)", and file and process the same at the Indian Patent Offices at Calcutta or Delhi or Mumbai or Chennai as the case may be.

(ii) That the attorneys will prosecute all such applications till the applications result in the grant or refusal by any of the designated offices for Trade Mark, Design, Copyright and Patent or abandoned. They will also maintain the granted right as instructed by "Vardhaman College of Engineering (VCE)" so long as they are retained by "Vardhaman College of Engineering (VCE)". This will apply to both in respect of Indian and Foreign applications.

2. That Vardhaman College of Engineering (VCE) shall bear the expenses incurred by the Attorneys towards the cost of copy/copies of any citations referred to by the Patent Office during the processing of the applications.
3. That the Attorneys shall during the term of Retainership also handle all 'opposition' and 'infringement' matters on behalf of Vardhaman College of Engineering (VCE) and at the cost of Vardhaman College of Engineering (VCE) and render necessary advice.
4. That Vardhaman College of Engineering (VCE) shall be free to request the Attorneys, as and when necessary, to conduct name and subject matter, state-of-the art search amongst patents granted in India and offer necessary advice based on the search, and take up follow-up action as desired by Vardhaman College of Engineering (VCE).

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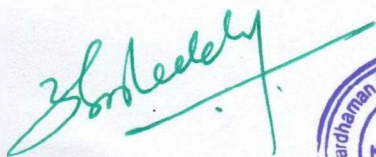
5. That the patent specifications required by Vardhaman College of Engineering (VCE) based on the search referred to in para 4 will be at the Vardhaman College of Engineering's expense.
6. That the Attorneys shall also handle filing all applications for patents for Vardhaman College of Engineering in any country outside India and all expenses incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE). The bill consists of the foreign Attorney's fees for filing and prosecution, foreign Government fees, cost of citations, translation charges and Reserve Bank of India permission charges and 10% handling charges over and above the Associates Bill detailing the actual expenditure incurred. The foreign associates' bills in respect of foreign applications will be paid for in the first instance by the Attorneys and then only the claims will be forwarded to the Company so as to avoid the adjustments arising out of fluctuating foreign exchange rates.
7. That the Attorneys shall also obtain copy/copies of the foreign Patent Specification as and when requested by Vardhaman College of Engineering (VCE) and the expenses at actual incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE).
8. That for any work/discussions to be done out of head office, the stay of the Attorneys shall not generally be more than 2 (two) days from the time of departure to the time of return to their office and the travel, boarding and lodging expenses, incurred by them shall be borne by Vardhaman College of Engineering (VCE). The hotel stay and other incidental expenses will be as per Vardhaman College of Engineering Rules. In addition, the Attorneys shall charge a special charge Rs 5000/- per additional day of out-station stay.
9. That for work/discussion to be done at Calcutta Office of the Attorney, which includes technical discussions and/or discussions on the -

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filing/prosecution of an application, a consultation fee of Rs. 1000/- per day shall be charged.

10. All any bills referred to in this agreement shall be paid by Vardhaman College of Engineering only after submission of the invoice with details of expenditure incurred and the purpose to Vardhaman College of Engineering.
11. That Vardhaman College of Engineering shall be free to consult the Attorneys regarding all matters connected with patents, design, Trade Marks and Copyright within the terms of this Agreement and the Attorneys shall also handle applications for registration of Designs for the Company as per conditions mentioned above regarding patents.
12. That this agreement shall be in force with retrospective effect for 3 years from Aug 2015 to July 2018.
13. That at the option of either party, the Retainer-ship Agreement may be renewed at the end of the stipulated duration of the Agreement as may be mutually agreed upon.
14. During the term of the Agreement the attorneys agree that they shall not act against the interest of Vardhaman College of Engineering (VCE), but shall give all the assistance favorable to the interest of Vardhaman College of Engineering and all transactions in this connection shall be held in utmost confidence. All confidential information passed on to the Attorneys by the Company either written or oral or otherwise such as by drawing etc. at anytime during the term of agreement, shall be kept always confidential by the Attorney even after the termination of the Agreement.
15. In the event of non-extension of the Agreement the attorneys shall immediately deliver all the documents and papers in their possession relating to the applications and/or oppositions in which Vardhaman College of Engineering is concerned. In the case of Patent, Trade



Marks, Design and Copyright applications, the attorneys' shall give all reasonable assistance in concluding the proceedings till the application is accepted or refused under patent law or until such time and under such terms as may be agreed between the parties.

16. Any dispute arising out of this Agreement shall be settled mutually.

17. The remuneration payable by Vardhaman College of Engineering to the Attorneys in respect of the various services to be rendered by them during the period of Retainership is specified in Schedule "A" indicating further therein the Government fees and other statutory fees presently applicable. The Government fees and other statutory fees are susceptible to periodic revision.

IN WITNESS WHEREOF, the parties hereto hereunto set their respective hands the day and year first above written.

FOR AND ON BEHALF OF

Vardhaman College of Engineering
PRINCIPAL

SIGNATURE: 

DATE: 30 July, 2015

WITNESSES:

Name: Dr. H.S. Dain

Address: Kacharam

FOR AND ON BEHALF OF

M/s. L S DAVAR & CO.,

SIGNATURE:  L. S. DAVAR & CO.
Partner

DATE: 4th August 2015

WITNESSES:

Name: Dr (ms) SBANERJEE

Address: 32 Radha Madhab Dutta Garden Lane
Kolkata - 700 010



ANNEXURE-I**INDICATIVE LIST OF SERVICES TO BE RENDERED BY THE ATTORNEYS**

1. Discussion, consolidating and drafting of patent specification for provisional and final application;
2. Mailing of one copy of Specification, drawings at the provisional and final stages indicating all other particulars of filing; reporting and answering the objections from Patent Offices;
3. Filing the amendments at the Patent Offices; conducting name and subject, state-of-the-art searches amongst patents and advise action; advise and take up action etc.
4. On infringement matters; information on validity of patents, designs and trademarks, registration of designs, opposition of patents and designs,
5. Registration: of assignment; renewal of patents; designs and trademarks, maintenance of patents and designs; filing of working statements at Patent Office;
6. Filing of restoration requisitions under Section 28 and handling the same; preparation of up-dated,
7. Consolidated bi-annual progress/status report on all the cases of Vardhaman College of Engineering on or before 1st October and 1st April of each year
8. Meeting legal and other obligations as per the Act/Rules on all intellectual property rights.
9. Advising on contractual clauses that Tata Steel may enter into with other collaborators in regard to Intellectual Property Rights and referred to the Attorneys, so that Tata Steel's total interest stands full protected.

MASTER EDUCATION SERVICE AGREEMENT

This Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

(INSTITUTE and ARK are collectively referred to as 'Parties' and individually as 'Party')

WHERE AS:-

Institute has requested ARK to deliver skill development courses aimed to develop & improve the Creative & Life Skills of all interested students at the Institute's Premises. The courses are focused on the CAD/CAM/CAE/Animation/Gaming/Robotics area looking at today's scenario where students are growing in a Digital World around them.

NOW, THIS MOU WITNESSETH AS UNDER: -

COVENANTS FOR INSTITUTE

1. INSTITUTE shall provide all the necessary infrastructural amenities & logistics like Computers (as per the required configuration), Electricity,

ARK	Vardhaman College of Engineering , Hyderabad
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1


Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.

Projector, Lab Space, etc. as suggested / directed by ARK without alleging or claiming anything from ARK except as set forth in the agreement herein.

2. All the running expenses for imparting the session in any manner whatsoever shall be borne by the INSTITUTE only.
3. INSTITUTE shall support & assist ARK in all manners to run / deliver the sessions / programs effectively & efficiently.
4. INSTITUTE hereby ensures that minimum no of students as specified in the respective sub contract agreement shall enroll for the said program courses.

COVENANTS FOR ARK

1. ARK will impart the necessary skills/ education development courses to the students of the INSTITUTE as mentioned in the Sub Contract Agreement.
2. ARK will provide the qualified instructor; curriculum as mutually agreed to guide and imparts the respective courses education to the enrolled students.

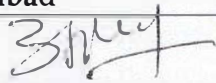
CONSIDERATION

Parties hereby agree that Institute shall collect fees from each Student and shall make the payment to ARK on mutually agreed terms on time to time basis as per the respective Courses in the manner as mentioned in the Subcontract agreement executed between the parties. Professional fee for imparting the respective course shall be determined on execution of the subcontract agreement.

MISCELLANEOUS

1. INSTITUTE & ARK hereby agree that ARK will commence the respective sessions at the INSTITUTE's premises only on mutually agreed schedule by delivering sessions. Further, if required any additional sessions will be provided on the terms & conditions as may be mutually agreed by the parties.

ARK	Vardhaman College of Engineering , Hyderabad
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2
Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shamshabad Hyderabad

2. Parties hereby agrees that all the subcontract executed between the parties for the carried courses, shall be regulated in the terms as mentioned in the Master Service Agreement herein.
3. Parties hereby agree that the effective date of this agreement shall be date on which the agreement is signed and the agreement will be valid till 3 years from date of agreement or any other due date as mentioned in the Subcontract agreement for the respective program and the same may be renewed for further period on mutual agreed terms.
4. Parties hereby agree that ARK is permitted to display their status of being a service provider at INSTITUTE's reception/admission desks, notice boards and other places as agreed by the INSTITUTE.
5. Parties hereby further agree that during the term of this agreement or any other sub contract agreement and thereafter; Institute shall not in any manner whatsoever, make arrangement, associate, appoint the instructors provided by ARK as its regular faculty, consultant etc.
6. Either party may terminate this arrangement by giving a prior 90 days' notice in writing to the other party.
7. Parties hereby further agree that all intellectual property shall only belong to ARK only either created by students during the sessions or otherwise.
8. Institute hereby authorizes ARK to use the Institute's logo, name, URL, curriculum pictures etc. on the social networking websites, or to take any measures to promote the educational programme.
9. ARK shall not be held liable to the Institute for any loss, delay or damage occasioned by act of god, or Govt. Policies, fires, floods, explosions, epidemics, strikes, Amendment in Institute schedule, timings etc. which prevents performance of ARK under this MOU and the same shall not restricts the rights of ARK to collect the professional fee from the Institute.

ARK

Vardhaman College of Engineering ,
Hyderabad

3


Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL
Vardhaman College of Engineering
Shamehabad Hyderabad.


10. Each & Every subcontract agreement executed between the parties shall be deemed to be part & parcel of this agreement and shall be regulated in accordance to the terms as mentioned hereunder.
11. This agreement shall not be amended, assigned or transferred by either party without the written consent of the other party
12. This agreement shall be governed exclusively by the laws of India jurisdiction shall be vested exclusively in the courts at New Delhi

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For ARK Infosolutions (P) Limited

For Vardhman College of Engineering

Authorized Signatory


Dr. S. Sai Satyanarayana Reddy
Authorized Signatory **B.E., M.E., Ph. D.**
PRINCIPAL
Vardhaman College of Engineering
Shamshabad. Hyderabad.

Witness:-

Witness:-

Name

Name

Address

Address

ARK

**Vardhaman College of Engineering ,
Hyderabad**

SUB CONTRACT AGREEMENT - 1

This Sub Contract Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

WHEREAS;

The above agreement is executed in continuation to the Master Service Agreement executed between the said parties on 26th March 2015. This subcontract agreement defines the Program Education course to be rendered, the terms and conditions and the consideration in lieu of the said educational course.

TERMS ARE MENTIONED HEREUNDER:-

<u>NAME OF PROGRAM/COURSE</u>	- Basic Course on ANSYS Mechanical
<u>VENUE</u>	- College campus
<u>Min No. of students</u>	- 18 in Numbers

ARK	Vardhaman College of Engineering , Hyderabad
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5


Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL

Vardhaman College of Engineering
Shamshabad Hyderabad

SOFTWARE LICENSING

-Academic License for latest version of ANSYS for duration of training will be provided by ARK

DURATION OF PROGRAMME

- 10 days

CONSIDERATION

1. INSTITUTE will issue Purchase Order to ARK for ANSYS training with course fees at Rs.6,000 /- (In words Rupees Six Thousand only) per student.
2. INSTITUTE will pay professional fees to ARK Rs. 5,000 plus service tax per student. Service tax will be charged as per prevailing tax rates at time of actual billing.
3. ARK will share remaining amount towards cost of Infrastructure after deducting professional fees with service tax.
4. INSTITUTE will collect the fees from students and make payment to ARK as per payment schedule mentioned below
 - a. 50% advance before commencement of the course.
 - b. Balance 50% on completion of training.

For ARK Infosolutions (P) Limited

Jyoshna

Authorized Signatory

Name *Jyoshna Ravi*
Date *2/04/2015*

For Vardhman College of Engineering

S. Sai Satyanarayana Reddy

Authorized Signatory

Name *S. Sai Satyanarayana Reddy*
PRINCIPAL
Date **VARDHAMAN COLLEGE OF ENGINEERING**
Shamshabad, Hyderabad.

ARK	Vardhaman College of Engineering, Hyderabad
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AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6th day of FEBRUARY 2015 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11th Floor, Unitech Arcadia, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

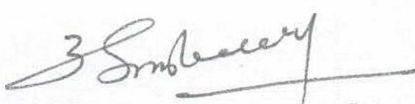
AND

Vardhaman College of Engineering having its principal place of business at Ranga Reddy (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

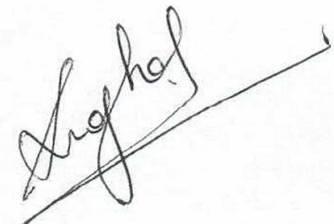
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.





NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website www.cocubes.com, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.

1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
(Unlimited)	2015	(Engineering)
(Unlimited)	2016	(Engineering)
(Unlimited)	2017	(Engineering)
(Unlimited)	2018	(Engineering)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing

CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service- available here: http://static.cocubes.com/document/reg_tc.html

4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").

4.3 Invoicing

CoCubes shall raise one invoice on the date of signing of MoU (effective date), provided the institute shares the database immediately. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represent, warrants and covenants that:

- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any

circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.

- 5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.
- 5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which are a part of the Services provided by CoCubes to the Institute.
- 5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.
- 6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.
- 6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.
- 7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.
- 7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.
- 7.4 This restriction shall however not apply to the Confidential Information which:
- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
 - (ii) Was or is in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
 - (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
 - (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
 - (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the

governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed

8. INDEMNIFICATION

8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. NON-SOLICITATION

During the tenure of this Agreement and for twelve (12) months thereafter, the Institutewill not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor ofCoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. TERM AND TERMINATION

- 12.1 The agreement will be valid for the next 4 years from Effective Date(the "Term"). The service defined in Exhibit A, must be carried out for the next 12 months as is, against the commercials stated in Exhibit B. If mutually agreeable, the contract can be extended at mutually accepted terms by signing Exhibit C annually for the next 3 years. The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this

Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

13. FORCE MAJEURE

13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:

- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
- b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

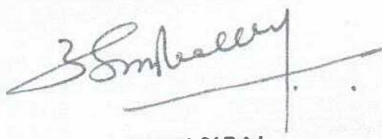
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon ^{Hyderabad} shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Gurgaon, Harayana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.




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14.3 No Assignment

This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

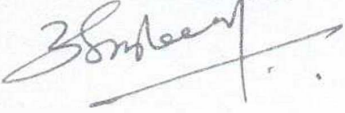

14.5 Waiver

All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorized Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorized Signatory</p>
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EXHIBIT A SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.
 - We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year. However, no unique logins are provided for first/second year. Assessments for first and second year will be conducted via a stand alone assessment engine.
 - Web enabled platform to manage internal placements and student data.
 - Online platform shall generate placement statistics for placements for your Institute.
 - SMS feature on the platform can be used as follows:
 - Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
 - Communication to Eligible/Applied/Offered/Declined/No-Response students
 - Communication module (Custom or standard Groups) is available.
 - Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per SMS.

Key Features & Benefits:

- Data Security- 7 Level Data Security
- Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data
- Bring transparency in the system wrt Education Marks, Degrees, etc.
- Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are*



tracked and communication happens on CoCubes.com

Figure 1: Administrator Level Login for University



Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online



Figure 3: Every Student gets a secure Individual Login. Student appears in Assessments, applies to jobs here.

Figure 4: Student builds his/her CV from their login. One standardized resume format for the entire college

*Web enabled platform is not applicable for training Institutes since the students are likely to belong to different colleges.

2. Career Development for Students PRE-ASSESS®

This is a standard Assessment recognized by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. A sample list is available below. This offering helps increase corporate opportunities available for the students in final year. A snapshot of the report generated post the PRE-ASSESS® is also given below.

PAN India	Name of Company	CIC	Eligibility (Academic & Post-Exam Job Profile Types)	Branch	Year	Emphasis on Which Sections in Pre-Assess									
						Analysis	Maths	English	CP	Reasoning	Verbal	Kodex			
	Tata	201713	Graduate	IT	2017										
	OIA	201713	Graduate	IT	2017										
	ING	201713	Graduate	IT	2017										
	NIIT	201713	Graduate	IT	2017										

Figure 5: Sample list of companies recruiting based on scores achieved in the PRE-ASSESS®.

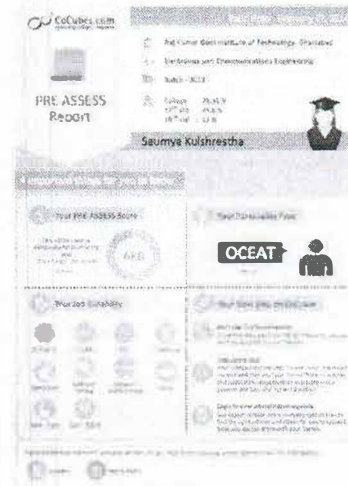


Figure 6: First page of the Individual Student Report generated on completion of the PRE-ASSESS®.

PRE-ASSESS® Process Conduction Guidelines

- PRE-ASSESS® is a 3 hour extensive exam with 7 different sections.

- In order to generate a report and be applicable for even one job- it is mandatory to give the Aptitude and Psychometric Test. If this is not done, no report will be generated and said student will not be able to apply for any company.
 - Syllabus of the PRE-ASSESS® is available here: <http://www.cocubes.com/college-offering.aspx#college-PRE-ASSESS®ment>
 - PRE-ASSESS® is conducted on a day/date convenient to the Institute- barring a Monday.
 - List of students with slots for each must be shared at a minimum of 7 days before the PRE-ASSESS® is scheduled. Failure to do so, may result in poor experience of the college and students. If this list is not shared 4 days before the scheduled PRE-ASSESS®, CoCubes.com can cancel the PRE-ASSESS® and the Institute (and every registered student in the institute) will loose one PRE-ASSESS®.
 - If, any student whose slot has been shared by the Institute at D-4, fails to appear in the given slot on said day, that student will loose one PRE-ASSESS® from the count of PRE-ASSESS® allocated to the Institute.
 - PRE-ASSESS® is invigilated by the CoCubes.com team.
 - The PRE-ASSESS® is conducted at the college premises only if the college registers more than 200 students.
 - We strongly recommend that the college conduct 2 slots while conducting the PRE-ASSESS® on any given day.
 - PRE-ASSESS® may be needed to split over 2 or more days to ensure every student registered student in the batch is able to take the same. We require that the 2 or more days be within a 7 day period.
 - Scores of PRE-ASSESS® are valid for a period of 12 months following the last date of PRE-ASSESS®.
 - Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in PRE-ASSESS®.
 - Applying on a job via the PRE-ASSESS® and then being shortlisted for interviews, requires the student to go for the interview. If the student fails to go for the interview without prior intimation of the same (atleast 3 days before the date of interview), will lead to the individual students login being disabled for period of one month.
 - Report of the PRE-ASSESS® will be generated within 7 Business Days of conduction of the PRE-ASSESS®.
 - *If the second PRE-ASSESS® is applicable:*
 - *There must be a minimum gap of six months between the first and second PRE-ASSESS®.*
 - *Sectional best of two PRE-ASSESS® scores will be the final score of the student.*
- Second PRE-ASSESS® will be conducted on a date/time as determined by CoCubes.com.*

3. **Employability Enhancement of Students**

Continuous Evaluation Program

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.

Sem	Industry Program	Academic Program
1st Year	Employability Aptitude Test, Written English Test	Coding Assessment
2-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
2-2	Employability Aptitude Test, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-2	Employability Aptitude Test(2 Test), Written English Test(2 Test)	Domain Test (Relevant Subjects)*, GATE 1, Coding Assessment
4-1	Numerical Ability, Analytical Reasoning, English Usage, PRE-ASSESS*	Domain Test (Integrated), Coding Assessment
4-2	PRE-ASSESS*	GATE 2, Coding Assessment

*This is related to GATE and Corporate requirement

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/ University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.

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**EXHIBIT B
FEES**

Offering	Degrees	Price/Student
As above	Engg	INR 2,50,000.00

*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

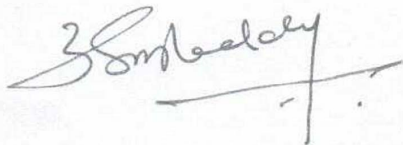
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

The service as defined in exhibit A will continue to be delivered for one year (across batches) from 'effective date' against the commercials defined in Exhibit B.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.



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EXHIBIT C
CONTRACT EXTENSION DOCUMENT

The service delivery as mentioned in Exhibit A can be extended by a further 2 years till 31st March 2018, if mutually agreeable at the below mentioned rates. *Please note the service, delivery remains as is, the commercials will be revised as follows:*

Offering	Degrees	Price/Student
As above	Engg	TBD


*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

Payment Terms: TBD.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.


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MEMORANDUM OF UNDERSTANDING (MoU)

This MEMORANDUM OF UNDERSTANDING for RESEARCH and DEVELOPMENT (hereinafter referred to as the "MoU") is made and entered into on this 25th day of Oct 2013 by and among.

ON LOAD GEARS, a registered partnership firm having its registered office at #432/433, SIDCO Estate, Ambattur, Chennai-600098 acting through its R&D Unit located at #432/433, SIDCO Estate, Ambattur, Chennai-600098 (hereinafter referred as "OLG") represented by its Director (R&D) Marketing/ its duly authorized representative (as applicable), of the FIRST PART;

AND

Vardhaman College of Engineering, a premium and autonomous educational institute of national repute having its registered / principal office at Kacharam, Shamshabad, Hyderabad-501218 (hereinafter referred as "VCE") represented by its Principal/ its duly authorized representative (as applicable), of the SECONDT PART;

OLG and VCE are referred as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS. On Load Gears a leading manufacturer and exporters of On-load tap-changers, vacuum circuit breakers, Weldable bushings and other electrical T&D products engaged in many R&D works related to these products.

AND WHEREAS, **Vardhaman College of Engineering**, established in 1999, is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provide need based technology to existing industries. The R & D center interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between Industry and Institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- a) "Intellectual Property Rights" means the rights to patent(s), copyright(s), design(s) and other intellectual property whatsoever (whether qualifying for registrations or not) with respect to the research work.
- b) "Back ground Intellectual Property" refers to intellectual property already created by OLG or VCE prior to entering into this MoU.
- c) "New Developmental Intellectual Property" refers to intellectual property developed during the research activities under a MoA pursuant to this MoU.
- d) "Technical Information" means any and all information, confidential or otherwise, such as design drawing, data, process, know-how, software, algorithms and other information in whatsoever form tangible or intangible, generated prior to and during the execution of this MoU.
- e) "Research Project" shall mean each specific research project undertaken in collaboration by OLG and VCE.
- f) "MoA" shall mean Memorandum of Agreement to be executed for each Research Project by OLG and VCE.
- g) "Project Coordinator" shall mean representative appointed by OLG or VCE to coordinate and monitor each Research Project and perform other functions as described in this MoU, and or respective MoA.
- h) "Project Investigator" shall mean representative appointed by OLG or VCE to undertake Research Project activities at OLG / VCE and perform other functions as described in the respective MoAs.
- i) "Project cost and charges" shall have the meaning as described below
- j) "Project grant" shall mean external funding for the Research Project from GOI/ Govt agencies/ foreign Governments and agencies/Indian or Foreign Corporate or Not-for Profit organizations.
- k) "Project Review Committee" shall consist of representatives from both the parties to review the progress of the areas covered under this MoU and respective MoA's

2 OBJECTIVES OF THE MoU

The Parties agree to strive to achieve the following objectives:

- 2.1 The mode of collaboration could be in the form of; (a) contract research wherein research work is assigned to VCE by OLG; (b) joint development involving both the parties and/or (c) undertaking "Research Projects" along with mutually agreed other chosen partners which could include academia / research institutes / industry in

consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to OLG through this MoU, on as needed basis.

- 2.2 To facilitate exchange between technical experts of OLG and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available OLG staff and quality of research work at OLG's R & D Centre/s.
- 2.4 OLG to provide practical research topics and facilities to VCE's faculty/researchers to enable them to take up studies / Research Projects in the areas of OLG's interest. VCE and OLG to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia / research organization partnership.
- 2.6 To jointly initiate Research and Development (R & D) relevant to Energy, Transportation, Transmission and Industry Sectors and other areas with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of OLG.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3 SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and OLG (deliverables from both the parties), details of equipment, instruments, software and Background Intellectual Property that may be required for the research work (purchased / leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg; literature survey, discussions of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)

The MoA shall spell out the intended research programme, the activities and time schedules, total duration of the project milestones, names & role of Project Investigators involved (from either side), other special terms & conditions (linked to milestones and part payments), date of commencement of research work and planned dates of completion of research programme etc.

The terms and conditions of this MoU are incorporated by reference into each MoA executed by the Parties. This MoU and the respective MoAs shall together comprise a binding written Agreement between the Parties, effective as of the date of mutual execution of the MoA. However, in case of any conflict between the MoU and MoA, the MoA shall prevail.

Parties may extend the validity of this MoU till such time any of the MoAs are subsisting.

4 FINANCIAL TERMS

4.1 Research Project cost and charges

4.1.1 The Research Project cost and charges for the scope of work of VCE (hereinafter referred to as "project cost") include inter alia payment to technical and non-technical manpower, expenses for equipment utilization, VCE's overhead costs, cost of local and out station travel, accommodation, contingencies, taxes, additional taxes (like CESS etc.), duties and other costs as agreed in the MoA.

4.1.2 Payment of the project cost will be made to VCE as per the provision contained in the respective MOA.

4.1.3 VCE shall provide necessary information, certificates and documents to OLG regarding any concessions / exemptions applicable under Customs, C-excise, Service Tax and Income Tax Laws. The rebate, if any, shall be transferred fully to OLG, by way of reducing the total project cost.

5 INFRASTRUCTURAL FACILITIES

5.1 A large part of Research Project shall be carried out at VCE. The personnel engaged by VCE for the research project (Project associates) may also carry out additional research work at OLG utilizing available facilities, if required.

5.2 VCE shall permit project associate / OLG engineers access to all resources required to complete the project work including his or her thesis, as the case may be.

6 PERFORMANCE EVALUATION

6.1 OLG and VCE shall jointly review the technical progress of the research work either half yearly or annually with respect to the milestones as per respective MoA's. A "Project Review Committee" consisting of representatives from both the Parties concerned project managers/ supervisor from OLG / VCE shall be constituted for this purpose.

6.2 OLG shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at OLG, out of the project grant/project cost. OLG/ VCE shall subject to availability,

consider providing accommodation to the representatives of each other during their visit to the premises of Parties.

- 6.3 VCE Project Coordinator will send a quarterly project status report to OLG Project Review Committee members.

7 COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to OLG. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. OLG Project coordinator shall declare the completion of the Research Project or otherwise.

8 INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MOA taking into account the extent of funding of the project cost by each party.
- 8.2 OLG shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to OLG.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agreed terms and conditions as and when applicable and when needed in the MoA.
- 8.4 Any publication by VCE, arising out of the Research Work shall require prior approval of OLG's Management. Such approvals shall be considered by OLG on priority basis, preferably within a period of 30 days.
- 8.5 Prior to the publication of the results, all patentable invention / results contained therein, the same shall be filed for registration at OLG's costs. Subsequently OLG will maintain these registered intellectual properties using its existing infrastructure and resources (Fees, Attorneys etc). Responsibility of identification, documenting and filing for registration of such intellectual property shall rest with Project Coordinators, Project Investigator, and OLG employee identified for this purpose. OLG and VCE shall mutually ensure the completion of the said process..
- 8.6 Either party shall promptly inform the other party of any infringement or other infraction of the Intellectual Property Rights pertaining to the Technical Information to present further breach or infraction or to protect and maintain the Intellectual Property Rights.

9 CONFIDENTIALITY OF TECHNICAL INFORMATION

- 9.1 VCE and project associates shall, at all times, treat the "Technical Information", generated and/or acquired by them pursuant hereto in the project as strictly confidential. The Technical Information shall not be disclosed, published, used or applied for any purpose other than those specified in specific MoA and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU and the specific MoA.
- 9.2 All information acquired by either party from the other party shall be treated as 'confidential' and shall not be passed on to any third party except with the prior approval and written consent of disclosing party.
- 9.3 On termination of the MoU, each Party shall return all Technical Information provided by other party under the MoU within thirty (30) days from the date of termination. Project coordinators from each party will certify that all Confidential Information from OLG and VCE has either been returned or destroyed without retaining any soft or hard copies.

10 TERMINATION OF THIS MoU

- 10.1 Parties reserve the right to terminate this MoU at any time for reasons including but not limited to non-performance, changes in business scenario, product profile of the parties, etc, failure to achieve the objectives in this MoU or MoA/s by giving two months notice in writing to the other party.
- 10.2 In the vent of premature termination of this MoU, the MoAs already executed under this MoU shall be affected by such termination and terminatin of such MoAs shall be effected only if they are specifically terminated by OLG in terms of the respective MoAs on case to case basis.

11 FORCE MAJEURE

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall be then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days thereof give to the other party a notice in writing of such occurrence and occasion. In case, Force Majeure conditions prevail beyond 3 months, OLG, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or/and the respective MoA/s

12 NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13 GENERAL PROVISIONS

13.1 Subletting /outsourcing of any part of the activity of the Research Project shall be done only after prior written of OLG. The grant of permission in such cases will not absolve or affect the obligation of the Parties under this MoU.

13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14 AMENDMENTS

Amendments No amendment or modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

15 ADDRESSES OF THE PARTIES AND COMMUNICATION

15.1 All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated Party at the addresses set below, or at such other address as the addressee- PARTY may in writing designate from time to time for these purposes.

15.2 Communications by OLG involving financial and administrative matters are to be set to Secretary/ Chief Executive Officer, those relating to technical communication of Research Project activities are to be sent to the Project Coordinator. Information of a scientific and technical nature may be exchanged directly with and among scientists of the Parties.

16 EFFECTIVE DATE

16.1 The effective date shall mean the date this MoU is signed by both the parties and the MoU shall continue to remain in force for a period of Five Years unless terminated earlier.

16.2 The parties further agree that if any MoA is in effect at the time of the expiration or termination of this MoU, then this MoU as it applies to such MoAs only, the term of this MoU will be automatically extended until the expiration or termination of such

MoA and all the terms and conditions of this MoU shall continue to apply to such MoAs during the subsistence of the respective MoA.

17 SETTLEMENT OF DISPUTES

- 1.1. In the event of dispute arising from this MoU or in connection with its execution. The parties undertake to endeavor to settle these amicably. However, if the parties fail to resolve the disputes amicably, all the disputes arising out of or in connection with this MoU shall be finally settled under the Arbitration & Conciliation Act, 1966 or amendments thereof by a sole arbitrator appointed by the parties by mutual consent failing which within sixty days of the reference shall be nominated as per the Arbitration & Conciliation Act, 1966. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrator shall give a reasoned award. The decision of the arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Chennai, India.
- 1.2. Work under this MoU shall be continued by VCE during the arbitration proceedings unless otherwise directed in writing by OLG, or unless the matter is such that the work cannot be continued until the decision of the arbitrator/s is obtained.


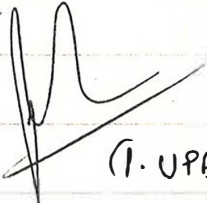


18 APPLICABLE LAW

The MoU shall be construed, interpreted and governed by the laws of India, and courts at Chennai shall have exclusive jurisdiction.

19 SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by OLG and VCE.

Signed on this 25th day of Oct 2013 by the Parties to this MoU

For OLG, Chennai	For VCE, Hyderabad
	
Name: S V Gopalen	Name: P. UPENDER REDDY
Designation: Director R&D/ Marketing	Designation: Secretary
Address/ Seal	Address/ Seal
	
Witnesses (Name & Address)	Witnesses (Name & Address)
1.	1.
2.	2.



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

MEMORANDUM OF UNDERSTANDING (MOU)

This **MEMORANDUM OF UNDERSTANDING** for **RESEARCH** and **DEVELOPMENT** (hereinafter referred to as the "MOU") is made and entered into on this 27th day of January 2017 by and among.

Devi Electronics, a registered partnership firm having its registered office at **Habsiguda, Hyderabad – 500 079** acting through its **R&D Unit located at Habsiguda, Hyderabad-500 0079** (hereinafter referred as "Devi Electronics") represented by its Director (R&D) Marketing / its duly authorized representative (as applicable), of the **FIRST PART;**

AND

Vardhaman College of Engineering, a premium and autonomous educational institute of national repute having its registered / principal office at **Kacharam, Shamshabad, Hyderabad-501218** (hereinafter referred as "VCE") represented by its Principal/ its duly authorized representative (as applicable), of the **SECONDT PART;**

Devi Electronics and **VCE** are referred as the "Party" individually or "Parties" collectively as the context may demand.

WHEREAS **Devi Electronics** a leading manufacturer and exporters of Electrical Machines, High Voltage Equipment, vacuum circuit breakers, Weldable bushings and other electrical T&D products engaged in many R&D works related to these products.

AND WHEREAS, **Vardhaman College of Engineering** established in 1999, is affiliated to Jawaharlal Nehru Technological University (JNTU), Hyderabad, and is approved by the All India Council for Technical Education (AICTE), New Delhi. The Centre for Research & Consultancy (CRC) was established in 2009 to improve the Institute-Industry interaction and provide need based technology to existing industries. The R & D centre interacts with different funding agencies, identifies their problems and solves them in stipulated time. Since its inception, the centre is carrying out major consultancy projects. With available infrastructure the centre aims to bridge the gap between industry and institute and provide the necessary technical support to industries by considering and solving their problems.

NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEENN THE PARTIES HERETO AS FOLLOWS:



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

mutually agreed other chosen partners which could include academia/ research institutes / industry in consortium approach or any other special arrangement. Services of VCE establishments in India or anywhere in the world also shall be available to Devi Electronics through this MoU, on as needed basis.

- 2.2 To facilitate exchange between technical experts of Devi Electronics and researchers from VCE giving each other an opportunity to learn and contribute leading to knowledge enrichment for mutual benefit. The modes of exchange shall include invited talks/ presentations, visits to each other's facilities and short term deputations.
- 2.3 Enhancement of capabilities of available Devi Electronics staff and quality of research work at Devi Electronics R&D Centre/s
- 2.4 Devi Electronics to provide practical research topics and facilities to VCE's faculty/ researchers to enable them to take up studies / Research Projects in the areas of Devi Electronics interest. VCE and Devi Electronics to extend their technological and infrastructural facilities to each other according to mutually agreeable terms.
- 2.5 To collaborate for promotion of research and innovation and provide a model for industry-academia/ research organization partnership.
- 2.6 To jointly initiate Research and Development (R &D) relevant to Energy, Transportation, Transmission and Industry Sectors and other areas with involvement of both academics and Research Organizations.
- 2.7 Collaborate to identify key R & D areas (knowledge generation, know-how update, technology exploration, systems development, novel or new technology resources, applied research etc.) for the immediate and future requirements of Devi Electronics.
- 2.8 Any other objective promoting these causes as mutually agreed between the parties.

3. SCOPE OF MoA

For each Research Project, a Memorandum of Agreement shall be entered into between the Parties covering specific and detailed objectives of the Research Project, respective scopes of VCE and Devi Electronics (deliverables from both the parties), details of equipment, instruments, software and Bank ground intellectual Property that may be required for the research work (purchased/ leased from open market), details and extents of specific man-power to be deployed, sequence of activities (eg: literature survey, discussion of state-of-art, of any technology, experimentation, simulation, modeling, analysis, data interpretations, validation, discussions, on results, conclusion, etc.)



VARDHAMAN COLLEGE OF ENGINEERING

DEVI ELECTRONICS

Parties concerned project managers/ supervisor from Devi Electronics / VCE shall be constituted for this purpose.

- 6.2 Devi Electronics shall bear all costs of its representatives in attending the meetings at VCE. VCE shall bear the costs associated with its representatives visiting or attending meetings held at Devi Electronics out of the project grant/project cost. Devi Electronics /VCE shall subject to availability, consider providing accommodation to the representatives of each other during their visit to the premises of Parties.
- 6.3 VCE Project Coordinator will send a quarterly project status report to Devi Electronics Project Review Committee members.

7. COMPLETION OF RESEARCH PROJECT

The completion of Research Project shall be marked by furnishing to Devi Electronics. Detailed final project report along with the soft copies and signed hard copies of the documents detailing the findings with the recommendations by VCE's Project Coordinator. Devi Electronics Project coordinator shall declare the completion of the Research Project or otherwise.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property (IP) that is developed or generated under this MoU will be secured and protected by taking all suitable steps by the Parties. The rights and obligations of the parties with respect to any Intellectual Property Rights shall be mutually agreed in the respective MoA taking into account the extent of funding of the project cost by each party.
- 8.2 Devi Electronics shall have full and exclusive rights to use the IP in its existing and new products and services developed or generated under this MoU towards pursuance of its business processes and VCE shall provide all necessary support and co-operation to Devi Electronics.
- 8.3 Modalities of non-exclusive commercial exploitation, licensing out such IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc will be finalized separately through mutually agree terms and conditions as and when applicable and when needed in the MoA.
- 8.4 Any publication by VCE, arising out of the Research work shall require prior approval of Devi Electronics's Management. Such approvals shall be considered by Devi Electronics on priority basis, preferably within a period of 30 days.

**11. FORCE MAJEURE**

If either of the parties suffer delay in the due execution of their contractual obligations due to the operation of the one or more of the force majeure events such as but not limited to, acts of God, war, floods, earthquakes, lock-outs, epidemics, riots, etc. the agreed time of completion of the respective obligations shall ne then extended by a period of time equal to the period of delay occasioned by such events provided on the occurrence and cessation of any such contingency the party affected thereby shall within ten (10) days there of give to the other party a notice in writing of such occurrence and occasion. In case, force majeure conditions prevail beyond 3 months, Devi Electronics, reserves the right to review the Research Project activities being carried out at VCE and will be free to terminate this MoU or and the respective MoA's

12. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind. However, when entering into a particular MoA, the parties may mutually agree to limit VCE's right to collaborate with others on that subject.

13. GENERAL PROVISIONS

- 13.1 Subletting/ outsourcing of any of the activity of the Research Project shall be done only after prior written of Devi Electronics. The grant of permission in such case will not absolve of affect the obligation of the Parties under this MoU.
- 13.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

14. AMEMDMENTS

Amendments No amendment of modification of this MoU shall be valid the same is made in writing and signed by the authorized representatives of both the Parties. The modification / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.



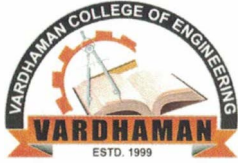
19. SIGNATURE OF PARTIES

The MoU has been executed in two originals one of these has been retained by Devi Electronics and VCE.

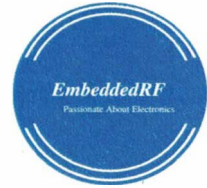
Signed on this 27th day of January 2017 by the Parties to this MoU

For Devi Electronics, Hyderabad	For VCE, Hyderabad
Name: S. V. RAMAN	Name: S. SAI SATYANARAYANA REDDY
Designation: MANAGER (OPERATIONS)	Designation: PRINCIPAL
Address /Seal DEVI ELECTRONICS Flat GA, Hide Away Apartments, St. No. 4, Kakateeya Nagar, Habsiguda Hyderabad-500 007 Ph: 9440884985	Address /Seal
Witnesses(Name & Address) 1. 2.	Witnesses(Name & Address) 1. 2.

EmbeddedRF Technologies



Memorandum of Understanding
Between
Vardhaman College of Engineering
&
EmbeddedRF Technologies



This Agreement made and entered into on this **12th day of November, 2016 (Saturday)** between Vardhaman College of Engineering (VMEG) situated at Shamshabad, Hyderabad 501 218, an Autonomous Institute of research & engineering importance affiliated to JNTU Hyderabad and EmbeddedRF Technologies (hereinafter called "EMBEDDEDRF" which expression shall include its successors and permitted assignees) with its registered office at Dilsukhnagar, Hyderabad 500 060.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between VMEG and EMBEDDEDRF in mutually beneficial areas
- To provide a strong platform in research & development for the students
- To provide an incubation for mutual benefit of VMEG & EmbeddedRF.

2. PROPOSED MODES OF COLLABORATION

VMEG and EMBEDDEDRF propose to collaborate through:

- Offering student internships / fellowships in two year M.Tech & four year B.Tech programs of VMEG into in-house internships, Virtual Internships & internships at EmbeddedRF for qualified students of VMEG.
- Sponsoring R&D projects, which may be carried out wholly at VMEG or at premises of EMBEDDEDRF or partly at VMEG and partly at EMBEDDEDRF.
- Training students through Continuing Education Programmes conducted by EMBEDDEDRF in areas of interest to VMEG & latest in the IT industry.



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- d. Training students for future ready technologies & providing associated certifications.
- e. Any other appropriate mode of interaction agreed upon between VMEG and EMBEDDEDRF.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **Regular Model** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchange of results.
- b. **Incubation Model** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.

4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the Research/Training collaboration.
- b. The form of the Research/Training collaboration.
- c. The estimated cost of the Research/Training collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) Which result from the research collaboration or which belong to EmbeddedRF Incubation Center for Vardhaman and used in Research collaboration.



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e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

5. CONFIDENTIALITY

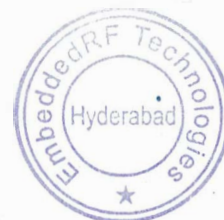
- a. During and for a period of FIVE years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within fifteen days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party.
 - Is independently developed by the receiving party.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire FIVE years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in



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clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Both the parties will establish committees for the execution of the MOU, from VMEG the MOU is executed by the Principal of the college with the governing body from the college. The governing Body is headed by the chair person Prof. Y. Pandu Rangaiah (HOD, Electronics & Communication Engineering) and the members of the governing body are Mr. J. Krishna Chaithanya (Associate Professor), Mr. S. Janardhan Rao (Associate Professor), Mr. M. Gopi Krishna (Associate Professor), Mr. B. Raveendranadh (Assistant Professor), Mr. G. Bhaskar Phani Ram (Assistant Professor) & Mr. C. Lokanath Reddy (Assistant Professor). From EmbeddedRF the MOU is executed through S. Bhavani Shankar (Director EmbeddedRF) with the EmbeddedRF team.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.



EmbeddedRF Technologies

11. SIGNED IN DUPLICATE

- This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of:

Vardhaman College of Engineering

By :

Name : Yagateela Pandu Rangaiah

Title : Professor & Head ECE

Date : 12th Nov, 2016

Witness :

1. Janapati Krishna Chaithanya
2. Mashetty Gopi Krishna



On behalf of:

EmbeddedRF Hyderabad

By :

Name : S. Bhavani Shankar

Title : Director EmbeddedRF

Date : 12th Nov, 2016

Witness :

1. Sourabh Joshi
2. Ramakrishna. K





VARDHAMAN COLLEGE OF ENGINEERING

[AUTONOMOUS]

Affiliated to JNTUH. Approved by AICTE.

Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

20-06-2016

To
Dr. Suleman
DGT & Head of Placement & Secondment Division
EdCIL(India) Limited
Ministry of HRD, Govt of India
Sector 16-A
Noida-201 301, (U.P.)

Sub: MOU for Empanelment of Institute to provide foreign national students of Engineering Courses under PIO/foreign students category approved by AICTE – Regarding.

Ref: Your mail dated 15th June 2016

Sir,

With reference to the above cited, we Vardhaman College of Engineering are here with sending two copies of MOUs for Empanelment of Institute to provide foreign national students of Engineering Courses under PIO/foreign students category approved by AICTE along with the required Annexures.

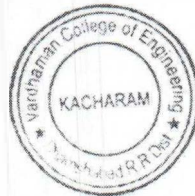
Thanking you,

Ravindu
PRINCIPAL

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

Enclosures:

1. MOU(2copies)
2. Fee Structure for students of SAARC Countries
3. Fee Structure for students of Non-SAARC Countries



Shamshabad - 501 218, Hyderabad, Telangana, India

Ph : 08413-253335, 253201, Fax : 08413-253482.

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop.

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470.

www.vardhaman.org

info@vardhaman.org

AGREEMENT

BETWEEN

**EDCIL (INDIA) LIMITED, NEW DELHI
&
VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD,
TELANGANA STATE**

This Agreement herein after referred to as "Agreement" is made on the 20th Day of June 2016.

BETWEEN

EdCIL (India) Limited, a company registered under the Companies Act 1956 and a Mini Ratna Public Sector Undertaking under the Ministry of Human Resource Development, Government of India and having its registered office at Vijaya Building, 5th Floor, 17-Barakhambha Road, New Delhi - 110001 hereinafter to be referred to as "EdCIL" of the first part which expression shall include its legal successors and permitted assigns.

AND

Vardhaman College of Engineering, Hyderabad, Telangana State hereinafter to be referred to as "Vardhaman College of Engineering, Hyderabad, Telangana State" of the second part which expression shall include its legal successors and permitted assigns.

Whereas, EdCIL is the authorised nodal agency for arranging admission and placement of International Students [Foreign Nationals, Persons of Indian Origins and Non-Resident Indians] to pursue study and training in Indian educational institutions.

And Whereas, Vardhaman College of Engineering, Hyderabad offers various courses in Engineering, Management, etc.

Now, both the parties agree to the implementation of the placement program(s) on the terms and conditions appearing hereinafter:

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SECTION A

OBLIGATIONS OF EDCIL (INDIA) LIMITED

1. On receipt of requests for admission from sponsoring agencies / Self-Financing Students(s), EdCIL after initial scrutiny, will forward the application of eligible candidates to **Vardhaman College of Engineering, Hyderabad** for determination of eligibility and grant of provisional admission.
2. Upon receipt of provisional admission for a student from **Vardhaman College of Engineering, Hyderabad** the clearances shall be arranged by EdCIL, if required, from the Ministries of External and Home Affairs, Government of India for entry and stay of the student in India.
3. EdCIL shall receive the Institutional Economic Cost (IEC) and Student Cost (SC) from:
 - (a) **Scholarship Students:** Upon receipt of the IEC and Student Cost from the Sponsoring Agency, EdCIL shall monitor the engagement of these students at the Universities and remit the Institutional cost and Student Allowances/cost to **Vardhaman College of Engineering, Hyderabad** from time to time, against invoice raised by **University/Institution**, by deducting its management_service charges from the funds received in respect of the placed students from the sponsoring agency. This disbursement of Institutional Cost to **Vardhaman College of Engineering, Hyderabad** shall be done on yearly basis, at the commencement of each academic year until the completion of course duration of placed students, in equivalent Indian Rupees at the exchange rate at which the remittance from sponsoring agency has been received. The Student Cost will be directly monitored and paid to the students from time to time.
 - (b) **Self-Financing Student(s):** The applicable Institutional Economic Cost (IEC) in respect of Self Financed Student(s) may be either paid by the Student directly to the **Vardhaman College of Engineering, Hyderabad** or EdCIL shall remit the Institutional Cost to the Institution/University against invoice raised by **Vardhaman College of Engineering, Hyderabad** in respect of the Self Financed Student(s) placed by EdCIL (India) Limited. The disbursement of Institutional Share to **Vardhaman College of Engineering, Hyderabad** by the student or EdCIL shall be done on annual basis, at the commencement of each academic year until the completion of

course duration of placed student(s), in US Dollar or equivalent Indian Rupees.

If, EdCIL will remit the Institution Cost to the respective University/ Institution, the rate of exchange in case of payment in equivalent Indian Currency, shall be done at which the remittance has been received from student. On the other hand, if the Student will pay the Institutional Cost directly to the University/Institution, the current rate of exchange would be applicable.

**** The Institutional Cost includes the following expenses:**

Tuition Fee, All additional university charges like application fee, alumni fee, Personality development program fee, academic computing fee, Industrial Tour Charges etc.

4. Institutional Cost shall be remitted to the respective Vardhaman College of Engineering, Hyderabad by EdCIL upon the receipt of documentary evidence, from University/Institution, of applicant's eligibility, provisional admission certificate and State Government clearances. If required, EdCIL shall be provided with semester-wise/ annual progress report, Conduct Report, Attendance Report etc of each student., admitted to respective Vardhaman College of Engineering, Hyderabad for onward transmission to the sponsoring agency (in case of Scholarship students)/parents of Self-Financing Student(s).
5. EdCIL, after consultation with Vardhaman College of Engineering, Hyderabad shall inform the sponsoring agency (in case of Scholarship students)/Self-Financing Student(s), if any bridge course(s) is /are required, for a particular student or a batch of students. Upon the receipt of consent from the sponsoring agency/Self-Financing Student(s), EdCIL shall remit the cost of the added bridge course to the Vardhaman College of Engineering, Hyderabad, against invoice raised by the University / Institution, which shall be over and above the IEC.
6. In case of the Placement of scholarship students, EdCIL shall keep foreign funding agencies informed about the upgradation or changes in available educational facilities at Vardhaman College of Engineering, Hyderabad from time to time.
7. EdCIL may offer the opportunity of Brand promotion to the University/ Institution, for which the University/Institution, if agreed, has to pay the amount as requested by EdCIL.

SECTION B

OBLIGATIONS OF VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD, TELANGANA STATE

1. Vardhaman College of Engineering, Hyderabad shall conduct the courses in accordance with the approved syllabi of University. The details of courses to be offered by Vardhaman College of Engineering, Hyderabad and eligibility requirement for admission thereto shall be made available to EdCIL by March 31st of each year.
2. Vardhaman College of Engineering, Hyderabad shall take clearance from the State Government, if required. This will include academic eligibility and provisional admission of the Scholarship / Self Financed student(s). Upon receipt of the placement request from EdCIL, the Vardhaman College of Engineering, Hyderabad shall, along with documentary evidences like Provisional Admission Offer Letter etc, intimate the same expeditiously to EdCIL.
3. Vardhaman College of Engineering, Hyderabad shall admit no student (Scholarship/SFS) in case of "Absentia". In case, the student fails to produce any original certificate to Vardhaman College of Engineering, Hyderabad in support of his/her admission application form, he/she shall not be admitted to the allotted course/programme.
4. The Vardhaman College of Engineering, Hyderabad may cancel the admission of any student at any stage, if any false or incorrect statement is made or fraudulent means are used for admission.
5. The Vardhaman College of Engineering, Hyderabad shall be solely responsible for verification of the originality of all the certificates/transcripts or other related documents including the nationality certificate submitted by the students at the time of admission. Neither we nor any official of EdCIL shall be held responsible for it.
6. Vardhaman College of Engineering, Hyderabad shall provide reasonably good hostel accommodation to the student(s) with facilities agreed upon in writing. If the hostel is not available within the Vardhaman College of Engineering, Hyderabad campus, the Institution/University has to arrange for the transport of the students from hostel, availed by the student(s) outside the University campus, to Vardhaman College of Engineering, Hyderabad and back. If the student(s) is/are asked to arrange for own transport, the cost incurred

by them on the same shall be reimbursed by the University/ Institution.

7. **Vardhaman College of Engineering, Hyderabad** shall raise invoice(s) to EdCIL, towards Institutional Economic Cost as per the agreed amount, in respect of student(s) admitted, giving detailed particulars of the student(s), course admitted in, year of invoice and the progress report for the previous academic year.
8. **Vardhaman College of Engineering, Hyderabad** shall send to EdCIL annual progress report of previous year of each student placed by EdCIL, along with the invoice for IEC for the current year. However, adverse performance incidents like prolonged absenteeism, indisciplined acts, etc shall be reported to EdCIL immediately.
9. **Vardhaman College of Engineering, Hyderabad** shall provide a provisional Certificate to each student at the end of the course and arrange to send the Degree directly to the student concerned within one year after the completion of course, subject to the fulfillment of document requirements, if any.
10. **Vardhaman College of Engineering, Hyderabad** shall send every year; a statement of accounts of Institutional Economic Cost of all individual students admitted through EdCIL at **Vardhaman College of Engineering, Hyderabad** and shall also submit supporting documents relating to disbursement/expenditure, whenever required.
11. **Vardhaman College of Engineering, Hyderabad** shall promptly inform EdCIL regarding the joining and, request of change of course or institution etc. of each foreign student.
12. **Vardhaman College of Engineering, Hyderabad** apart from providing the first aid medical facilities may facilitate for medical insurance coverage to each SFS student enrolled under the terms of this agreement. The cost of said medical insurance may be claimed by the University on annual basis along with the invoice of Institutional Economic Cost. In case of Scholarship students, the Medical Insurance coverage (amount and duration) may be provided with the due consent of the sponsoring agency.
13. All the Foreign students, either Self Financed or Scholarship, will have to abide by the regulations and discipline of the **Vardhaman College of Engineering, Hyderabad** and disciplinary action, as appropriate,

including expulsion of the student, may be affected under prior intimation of 15 days, whenever so possible, to EdCIL (India) Limited.

14. Vardhaman College of Engineering, Hyderabad shall take appropriate steps for ensuring that the induction process is smooth for the student and there is no ragging of foreign students in the College/Hostel premises and strict disciplinary action will be taken against any such happening.

15. (A) Vardhaman College of Engineering, Hyderabad shall nominate a Foreign Students Advisor for foreign students who shall provide all necessary information to students. Where-ever more than 10 foreign students exist, a foreign students club would be set up by Institution/University for cultural exchange and meeting social needs. The same foreign student's advisor shall also be nominated as the nodal person for communicating with EdCIL for each and every placement activity related to the respective University / Institution.

(B) The University/Institution, as far as possible, shall also engage a Volunteer "Buddy" student each year for the foreign students who would be an informal guide for his assimilation and enhancement of learning.

16. Vardhaman College of Engineering, Hyderabad shall indicate the Institutional Economic Cost (IEC) to EdCIL in US Dollars. Such IEC shall be applicable for all the foreign students who are admitted under this MOU during their entire course of study.

EdCIL will also host a foreign student website and helpline number to provide essential information/ assistance on issues of settling down/Visas etc.

17. The University/Institution shall have "foreign students information" button in its website to assist present and potential foreign students.

In case of the Placement of Self Financed Students through EdCIL, the Vardhaman College of Engineering, Hyderabad shall pay to EdCIL the "Foreign Student Placement Fee" as below:

(A) For the entire period of Study - 5% of total Institutional Cost

(B) Subsequent Years - NIL

**** The Vardhaman College of Engineering, Hyderabad shall not demand the "Foreign Student Placement Fee" from any of the Self Financed Student placed through EdCIL.**

18. Any changes in the Institutional Economic Cost that may be agreed upon by EdCIL and Vardhaman College of Engineering, Hyderabad shall have effect from prospective dates and be incorporated as an amendment forming integral part of this agreement upon due acceptance thereof by the parties hereto. It is explicitly agreed that such incremental change in the Institutional Economic Cost shall in no manner be applicable to the student(s) already admitted to respective programs / courses under the agreed stipulated costs ie - Yearly Costs/Program Costs/Academic Session Costs thereto, or any and all such cost(s) by whatever name called, which fall within the ambit of Institutional Economic Costs with respect to students admitted to the University. However, if the Costs so quoted and agreed are revised by the Institute in general to the benefit of students, Students so admitted by Vardhaman College of Engineering, Hyderabad under the terms of this agreement, shall be extended such benefit to that extent.
19. Vardhaman College of Engineering, Hyderabad shall ensure that the number of intake of foreign students in various courses is as per the norms set by the State Government.
20. Vardhaman College of Engineering, Hyderabad shall not directly deal with foreign students admitted through EdCIL in matters relating to Institutional Economic Cost and other matters that come within the purview of EdCIL as per this Agreement.
21. Vardhaman College of Engineering, Hyderabad shall ensure that the IEC charged from foreign students admitted by Vardhaman College of Engineering, Hyderabad directly is not less than the Institutional Cost being charged in the case of EdCIL placed foreign scholarship students.
22. Vardhaman College of Engineering, Hyderabad shall not directly admit the students sponsored by the Clients previously introduced by EdCIL. In case, the Client approaches the institution directly, such applications should be referred to EdCIL.
23. In case the student placed through EdCIL, discontinues the program enrolled in for reasons, whatsoever, the institutional Economic Cost shall be charged by the Vardhaman College of Engineering, Hyderabad in proportion to the period of program elapsed semester wise.

ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996, shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

This Agreement is signed on the date appeared hereinafter at **NEW DELHI**.

**FOR AND ON BEHALF OF
EdCIL (INDIA) LIMITED,
NEW DELHI**

WITNESS:

1.

2.

3 Secretary
**FOR AND ON BEHALF OF
VARDHAMAN COLLEGE OF
ENGINEERING, HYDERABAD,
TELANGANA STATE**

WITNESS:

1.

2.

SAARC

The Institutes Services charges to EdCIL and Fees structure of the Institutes for SAARC Countries

COURSE	Duration of the Course	Institute's Service charges to EdCIL (for the entire period of study) 5% of total Institutional Cost	Fee structure of Institute							Remarks
			Registration Fees (1)	Tuition Fees (2)	Hostel / Accommodation Charges (3)	Food Charges (4)	Examination Fees (5)	Miscellaneous / Contingency Fee (6)	Total (1+2+3+4+5+6)	
			(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	
B. Tech (Computer Science and Engineering)	4 Years		150	1500	600	400	50	200	2900	
B. Tech (Information Technology)	4 Years		150	1500	600	400	50	200	2900	
B. Tech (Electronics and Communication Engineering)	4 Years		150	1500	600	400	50	200	2900	
B. Tech (Electrical and Electronics Engineering)	4 Years		150	1500	600	400	50	200	2900	
B. Tech (Mechanical Engineering)	4 Years		150	1500	600	400	50	200	2900	
B. Tech (Civil Engineering)	4 Years		150	1500	600	400	50	200	2900	

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M. Tech (Computer Science and Engineering)	2 Years		150	1500	600	400	50	100	2800	
M. Tech (Digital Electronics and Communication Systems)	2 Years		150	1500	600	400	50	100	2800	
M. Tech (Embedded Systems)	2 Years		150	1500	600	400	50	100	2800	
M. Tech (Power Electronics and Electrical Drives)	2 Years		150	1500	600	400	50	100	2800	
M. Tech (Engineering Design)	2 Years		150	1500	600	400	50	100	2800	
M. Tech (Structural Engineering)	2 Years		150	1500	600	400	50	100	2800	
Master of Business Administration	2 Years		150	1500	600	400	50	100	2800	

Please Note:

- ❖ The Figures mentioned in above table columns 2, 3, 4 and 5 are per annum.
- ❖ The above EdCIL Service Charges is excluding service tax and the same shall be charged on the EdCIL service charges as applicable.
- ❖ The Registration Fees, Miscellaneous Fees and other University Development Charges should as one time fees to be paid along with the first year tuition fees to be mentioned clearly in the Miscellaneous column.

Date: 20th June 2016



Ravindra

PRINCIPAL

PRINCIPAL

VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

NON-SAARCThe Institutes Services charges to EdCIL and Fees structure of the Institutes for NON-SAARC Countries

COURSE	Duration of the Course	Institute's Service charges to EdCIL (for the entire period of study) 5% of total Institutional Cost	Fee structure of Institute							Remarks
			Registration Fees (1)	Tuition Fees (2)	Hostel / Accommodation Charges (3)	Food Charges (4)	Examination Fees (5)	Miscellaneous / Contingency Fee (6)	Total (1+2+3+4+5+6)	
			(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	(US\$)	
B. Tech (Computer Science and Engineering)	4 Years		250	2000	1000	500	50	200	4000	
B. Tech (Information Technology)	4 Years		250	2000	1000	500	50	200	4000	
B. Tech (Electronics and Communication Engineering)	4 Years		250	2000	1000	500	50	200	4000	
B. Tech (Electrical and Electronics Engineering)	4 Years		250	2000	1000	500	50	200	4000	
B. Tech (Mechanical Engineering)	4 Years		250	2000	1000	500	50	200	4000	Rainda
B. Tech (Civil Engineering)	4 Years		250	2000	1000	500	50	200	4000	

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VARDHAMAN COLLEGE OF ENGINEERING
Mamshabad, Hyderabad.

M. Tech (Computer Science and Engineering)	2 Years		250	2000	1000	500	50	100	3900	
M. Tech (Digital Electronics and Communication Systems)	2 Years		250	2000	1000	500	50	100	3900	
M. Tech (Embedded Systems)	2 Years		250	2000	1000	500	50	100	3900	
M. Tech (Power Electronics and Electrical Drives)	2 Years		250	2000	1000	500	50	100	3900	
M. Tech (Engineering Design)	2 Years		250	2000	1000	500	50	100	3900	
M. Tech (Structural Engineering)	2 Years		250	2000	1000	500	50	100	3900	
Master of Business Administration	2 Years		250	2000	1000	500	50	100	3900	

Please Note:

- ❖ The Figures mentioned in above table columns 2, 3, 4 and 5 are per annum.
- ❖ The above EdCIL Service Charges is excluding service tax and the same shall be charged on the EdCIL service charges as applicable.
- ❖ The Registration Fees, Miscellaneous Fees and other University Development Charges should as one time fees to be paid along with the first year tuition fees to be mentioned clearly in the Miscellaneous column.

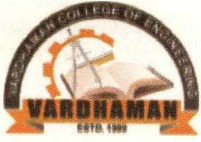
Date: 20th June 2016



Rainda

PRINCIPAL
PRINCIPAL

YASHWANTH COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



VARDHAMAN COLLEGE OF ENGINEERING

(UGC AUTONOMOUS)

Approved by AICTE, New Delhi, Affiliated to JNTUH,
Accredited by NAAC with 'A' Grade and Accredited by NBA

Date: 07-04-2016
Hyderabad.

To,
Dr Shaik Suleman,
DAM & Head of Placement & secondment division,
Ed CIL (India) Limited,
(A govt of india enterprise),
Ministry of HRD, Government of India,
Sector-16, Noida, New Delhi, UP-201301.

Sir,

Sub: Vardhaman College of Engineering (VMEG), Hyderabad – Empanelment of the college in Ed CIL(India), MHRD, New Delhi – Request – Reg.

Vardhaman College of Engineering was established during the academic year 1999-2000 with an approval from AICTE vide letter No: F.No.730-50-298(E)/ET/99, dated: August 05, 1999. The college is affiliated to JNTU Hyderabad.

Vardhaman College of Engineering was established during the academic year 1999-2000 with 3 branches of engineering. The 3 branches of engineering are Computer Science and Engineering, Electronics and Communication Engineering and Information Technology with a total intake of 180. The college was started with faculty strength of 25. At present the students ' intake in the college is 1032 (B. Tech-900 , M. Tech-72 & MBA-60). The overall students strength at present is 3957. This is well equipped with all physical facilities like college buildings, state of art laboratories, experienced and highly knowledgeable and talented faculty including doctorates from IITs and NITs. It is having excellent central library with a seating capacity for 50 students. It is housing about 58764 volumes of text books, around 340 national and 9676 international journals and e-journals etc. The library is also having NPTEL facility where video recordings of many subjects are available for the benefit of both faculty and students. The College is having excellent hostel facility both for boys and girls for about 700 members offering very delicious food at very affordable rates. All laboratories are strengthened and enriched with virtual lab facility. With this facility the students can simulate the laboratory equipment working environment on a system and see the output for a given input without actually performing the real experiments. It has a fleet of 36 buses to transport the students. It has excellent canteen, catering to the needs of all faculty and students serving quality and delicious food at affordable rates. The college has got a tie-up ISB and it invites best technical ideas from the students and then implements them to create entrepreneurship capabilities among the students.

This college is 16 years old and was accredited by NAAC with "A" grade vide letter No: NAAC/ANR/DS/standing Committee-66EC/2014 dated 07th may, 2014. The college is recognized by UGC under section 2(f) &12(B) of UGC Act, 1956 vide letter No.F.No.8-215/2012 (CPP-I/C)

Shamshabad - 501 218, Hyderabad.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Hlmayathnagar, Hyderabad - 500 029. Ph : 040-64582470


dated: 04 Sep, 2012. The college accorded autonomous by UGC vide letter No: F. 22-1/2014(AC) dated: 19 June, 2014. The college got recognition of Scientific and Industrial Research Organizations (SIROs) vide letter No: F.No. 11/653/2015-TU-V dated: 16 June, 2015. This college is ISO 9001:2008 certified institution.

In view of all the above credentials of the college it is kindly requested the authorities to include our college for the empanelment, in Ed CIL (India), Government of India, New Delhi.

Thanking You,

Yours Sincerely,




(Dr. S. Sai Satyanaryan Reddy)
PRINCIPAL

Enclosures:

1. AICTE Approval Letter
2. NBA Accreditation
3. NAAC Accreditation
4. UGC Autonomous
5. UGC Recognition under 2(f) & 12(B)
6. SIRO Recognition
7. ISO Certificate

PRINCIPAL
YARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



తెలంగాణ తెలంగాణ TELANGANA

S.No. _____, Date: 17/08/2016. Rs.100/-
Sold to : T. UPENDER REDDY
S/o.W/o.D/o.: T. BAL REDDY R/o. Hyd.
For Whom : VARDHAMAN COLLEGE OF ENGINEERING
Kacharam (V) Shamshabad Hyd.

E 018910
NARENDER SINGH
LICENSED STAMP VENDOR
LIC. No. 16-03-11/2011 R.L. No. 12/2014
H. No. 14-10-27, JHINSI CHOWRAHA
DHOOHPET, HYDERABAD(SOUTH) DIST-500012
Cell: 9032445840


Memorandum of Understanding

between

Vardhaman College of Engineering

and

IBM India Pvt. Ltd


Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.



Memorandum of Understanding

between

Vardhaman College of Engineering

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 16 Aug 2016 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

Vardhaman College of Engineering having its registered office at Near Vardaman Cricket Stadium, Shamshabad, Kacharam, Telangana 501218, Hyderabad, Telangana 500020 hereinafter unless the context otherwise requires be referred to as **VCE**.

WHEREAS VCE with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS VCE and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and VCE agree to collaborate through the IBM Career Education program.

WHEREAS VCE and IBM agree that all discussions between VCE and IBM 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.

WHEREAS IBM anticipates that VCE will elect to engage IBM as the primary and preferred technology provider and for software training services.

Dr. S. Sai Sathyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering



Now therefore this MOU witnesses:

I - DEFINITIONS

VCE, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of VCE,

"Students" hereby refers to all the students of VCE

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <http://ibm.com/in/careereducation>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with VCE for which VCE students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

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

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

I. Foreseen benefits of the collaboration

a) VCE

- 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 IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

b) IBM

Page 2 of 6



Memorandum of Understanding



IBM Career Education Program

Dr. S. Sanjayaravanda Reddy

B.E., M.E., Ph. D.

PRINCIPAL

Vardhaman College of Engineering
Shamshabad, Hyderabad.



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

III – TERMS AND CONDITIONS

a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to VCE.

VCE will pay for the courseware and/or trainings in advance to IBM or IBM Business Partner. IBM shall not be liable for the actions or omissions of the Business Partner. VCE shall seek its remedies if any solely against the Business Partner with respect to any services and materials which have been rendered by Business Partner.

Under this MOU, VCE also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the VCE management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of VCE. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

IV - 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.

V – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of three (3) 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 IBM is providing training then IBM to complete the batch in session and or registered irrespective of termination period / date, subject to all the payments and other obligations having been met by VCE in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to VCE by virtue of this MOU, shall also stand automatically terminated without any further act of parties. VCE will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

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

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by VCE that become due by virtue of this MOU, prior to termination.

VI – 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 (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify VCE in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by VCE of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from VCE under this MOU.

VII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Head of VCE and Country Manager, Career Education program of IBM 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 Bangalore. 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.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. 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.

VIII – 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.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on VCE premises as well as training attendance records maintained by VCE. 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 IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by VCE and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, VCE may make such disclosure to the extent required by law, court or statutory authority, in which case VCE will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and VCE 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. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between VCE and IBM or IBM'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.

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

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

WITNESSES:

For Vardhaman College of Engineering

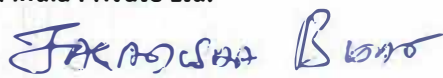
Name: **Dr. S. Sai Satyanarayana Reddy**
B.E., M.E., Ph. D.

Designation: **PRINCIPAL**
Vardhaman College of Engineering
Shamshabad, Hyderabad.

Signature: 



For IBM India Private Ltd.

Name: 

Designation: **MANAGER SWCS**

Signature: 

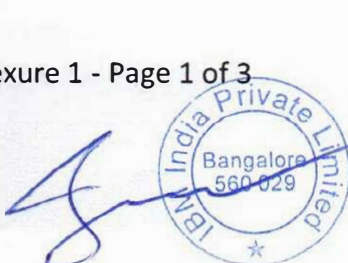


Annexure I to IBM Career Education MoU

- a) IBM and VCE, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and VCE are keen to cooperate in a way that shall benefit VCE students pursuing a career in the industry.
- b) VCE shall rollout Under / Post-graduate / Certificate / value added programs with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have VCE commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by VCE. IBM's responsibilities under this Agreement are subject to VCE fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and VCE designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and VCE from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, VCE and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
 - Vice-Chancellor / Head of VCE or his nominee as the Chairperson;
 - One representative from each party as members
 - A Project Coordinator from VCE who shall also be the Convener of the Committee.

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Head, VCE.

The Committee shall recommend on course curriculum, course content, delivery, determination of fee. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, the program prospectus and fee structure.



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- a) IBM and VCE, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and VCE are keen to cooperate in a way that shall benefit VCE students pursuing a career in the industry.
- b) VCE shall rollout Under / Post-graduate / Certificate / value added programs with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have VCE commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by VCE. IBM's responsibilities under this Agreement are subject to VCE fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and VCE designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and VCE from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, VCE and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
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Following are the proposed roles and responsibilities:

e) IBM

- Appoint member to the committee
- To co-develop and supply courseware for the students as required
- Provide orientation workshops for the faculty nominated by VCE for the program
- Deploy SMEs for covering topics for students as mutually agreed as per the curriculum
- Provide the participation certificates for all the students who have successfully completed the course

f) VCE

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- In case of a co-branded Lab setup, provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.
- Confirm and process the payments to IBM in advance on agreed schedule.

Career Education Training Program-Student Development Programs

The following value added programs have been identified to start in Academic Year 2016 at VCE:

Course Modules	No. of Days	Program Fee
IBM CE - Enterprise Mobile Application Development and Deployment using IBM Worklight	5	INR 12,00,000 + taxes
IBM CE - Essentials of Big Data with Hadoop using IBM InfoSphere BigInsights	5	
IBM CE - Enterprise Application Development & Deployment on Cloud using IBM Bluemix	5	

** Taxes as applicable at the time of billing.

Maximum 50 participants will be allowed to participate in each of the aforementioned program modules .
All trainings to be completed by 15th December 2016

Annexure 1 - Page 2 of 3



Memorandum of Understanding



IBM Career Education Program

Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph.D.

PRINCIPAL

Vardhaman College of Engineering
Shamshabad. Hyderabad.



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IBM CE - Essentials of Big Data with Hadoop using IBM InfoSphere BigInsights	5	
IBM CE - Enterprise Application Development & Deployment on Cloud using IBM Bluemix	5	

** Taxes as applicable at the time of billing.

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Annexure 1 - Page 2 of 3



Memorandum of Understanding



IBM Career Education Program

Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering



IBM will provide training, course material and Course Completion Certificate at the end of the program.

Every year 150 students at VCE (across 3 courses) will go through IBM Career Education training. 2017 onwards, VCE to place the aforementioned order before 20th August and complete trainings before December 15th of that year and submit the Certificate request form to IBM.

The obligation herein is subject to the relevant Statement of Work (SoW) being shared and signed between the parties



Annexure 1 - Page 3 of 3

Memorandum of Understanding



IBM Career Education Program

Dr. S. Sai Satyanarayana Reddy

B.E., M.E., Ph. D.

PRINCIPAL

Vardhaman College of Engineering
Shamshabad, Hyderabad.

Annexure – 2 to IBM Career Education MoU

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of 16 Aug 2016 between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), and Vardhaman College of Engineering having its registered office at Near Vardaman Cricket Stadium, Shamshabad, Kacharam, Telangana 501218, Hyderabad, Telangana 500020 INDIA (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo Identified In Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-marketing" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-marketing" are Identified In exhibit 2.
- 1.3 "Communications" shall mean the materials Identified In Exhibit 3.

Section 2. LICENSEGRANT

- 2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.


Section 3. USEOFTHELICENSEDMARK

- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-marketing.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

Section 4. OWNERSHIPOFTHELICENSEDMARK

- 4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.
- 4.2 LICENSEE agrees:
1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.




Dr. S. Sai Satyanarayana Reddy
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- 4.2 LICENSEE agrees:
1. not to take any action which will Interfere with any of LICENSOR's rights In and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which Is similar to the Licensed Mark or which Incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which Is confusingly similar to the Licensed Mark.




Dr. S. Sai Satyana Jayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.

Section 5. QUALITYCONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTIONOFTHELICENSEDMARK

6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:

1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
2. any acts of infringement or unfair competition involving the Licensed Mark; or
3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

Section 8. WARRANTY

8.1 LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related thereto. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.



[Signature]
Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shenoi Nagar, Hyderabad.





Section 9. DURATION AND TERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on (3 Years after signing), unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "VCE" is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
North Castle Drive
Armonk, NY 10504
Attn: Corporate Counsel, Trademarks

NAME OF COMPANY
ADDRESS
Attn: _____

Section 11. TRANSFER OF RIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this license.

Section 12. ENTIRE AGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.



Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.



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

IBM India Private Ltd

By



Vardhaman College of Engineering

By

Name:
Title:

Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.



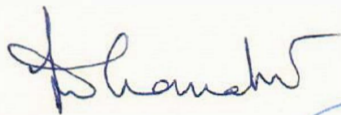
EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION AGREEMENT (hereinafter referred to as "MOU Extension") is made and entered into this 22nd day of August 2014, by and between NI Systems India (Pvt) Ltd & VARDHAMAN COLLEGE OF ENGINEERING, SHAMSHABAD, HYDERABAD, TELANGANA. Both parties hereby agree to be bound by the terms and conditions of this MOU Extension. The parties agree as follows:

- 1. PRIOR MOU:** The parties executed a MOU dated on 22-08-2014 with a term of Two years commencing on 22-08-2014 and which expired on 21-08-2016. All terms, conditions, and provisions of said MOU are hereby incorporated by attachment.
- 2. FIRST EXTENSION OF PRIOR MOU TERM:** The parties hereby agree to extend and continue the aforementioned MOU for an additional three years, commencing on 22nd August 2016 to and expiring on to 21st August 2019

IN WITNESS WHEREOF, the duly authorized representatives of the parties affix their signatures below in two originals in English.

For NI Systems India (Pvt) Ltd



Solaikutty Dhanabal,
Academic Program Manager, India

Witness:



22/08/2016

Visweswaran Jagadeesan,

Sr. Academic Technical Consultant, NI Blre

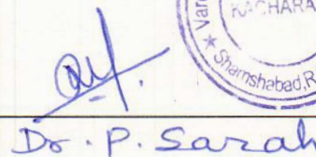
Date: 22nd August 2016

For VARDHAMAN COLLEGE OF
ENGINEERING, HYDERABAD

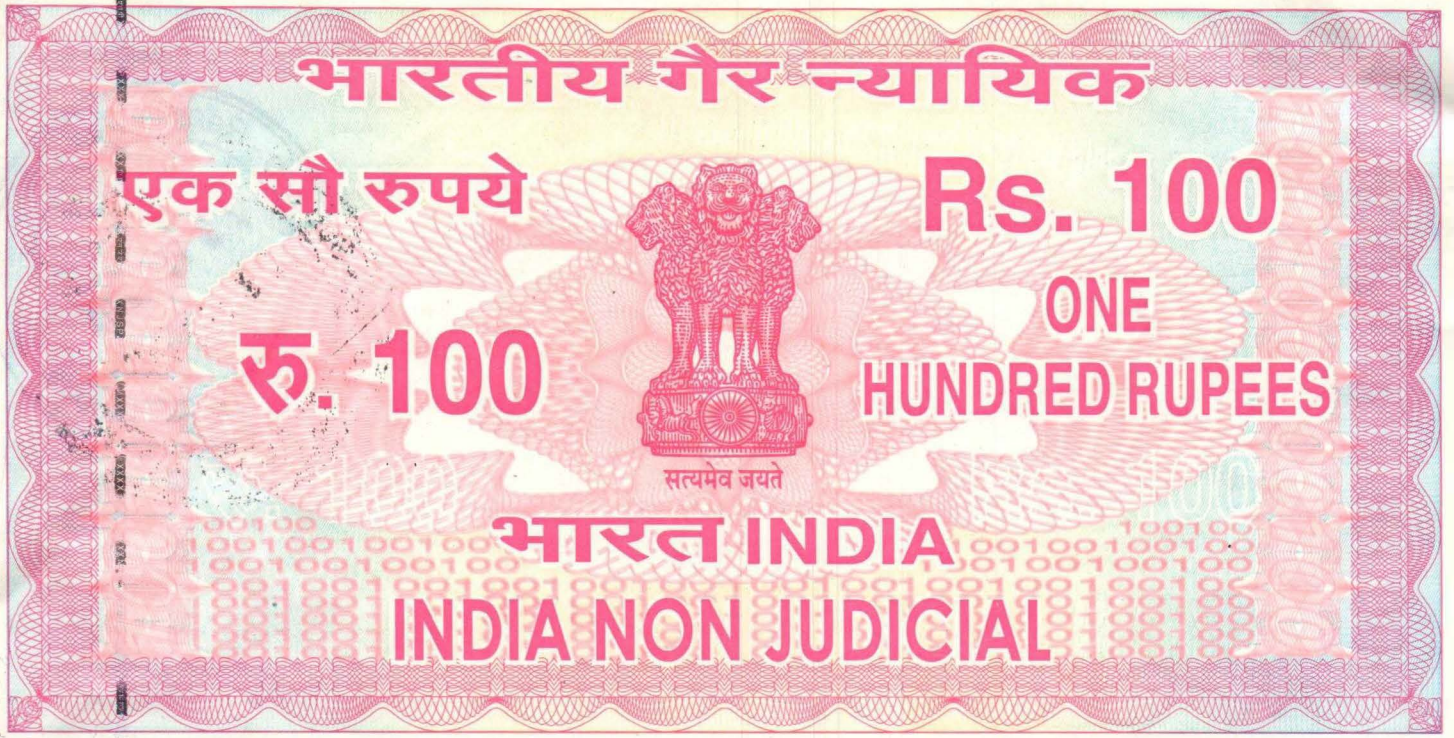


Principal
Authorized Signatory
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad

Witness:


Do. P. Sarah

Date 22/08/2016



తెలంగాణ తెలంగాణ TELANGANA
No. 987 Date 22/7/15 Val. 100/-

NWalgA 128085
N. VASUNDHARA
Licenced Stamp Vendor
LIC No. 15-20-042/2012
10-182 (1-100 Old).
Siddappa Road
SHAMSHABAD R.R Dist
Cell 7569985596

Sold to: Dr. T. Vejendar Reddy s/o T. Bal Reddy, R/o Kacharam
For whom: Vardhaman College of Engineering.

RETAINERSHIP AGREEMENT

THIS AGREEMENT IS MADE ON THIS 22nd DAY OF JULY 2015

BETWEEN

Vardhaman College of Engineering (VCE) an existing Educational Institution Permanently Affiliated to JNTUH, Hyderabad and registered by DST as Scientific and Industrial Research Organization (SIRO) having its Registered Office at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 India through its Research & Development Activity, at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 hereinafter called "Vardhaman College of Engineering (VCE)" (which expression shall unless repugnant to the context or

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meaning thereof be deemed to include its successors and permitted assignees) of the ONE Part.

AND

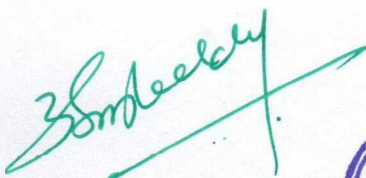
M/s. L.S.DAVAR & CO., Patent Trade Mark Attorneys, 32, Radha Madhab Dutta Garden Lane, Kolkata - 700 010 Tel: 033 23633251, hereinafter called "Attorneys"(which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) on the OTHER PART.

(Attorneys and Vardhaman College of Engineering are also hereinafter collectively referred to as "Parties" and individually as "Party")

WHEREAS "Vardhaman College of Engineering (VCE)" also deals with various Research activities for which inventions, innovations, Trademarks, Copyright, designs etc are made regularly. To protect the Intellectual property rights created under such Research and Development, "Vardhaman College of Engineering (VCE)" is now interested in engaging the attorneys for utilizing their services on all Intellectual property related activities like drafting, filing and registration of patent applications and other related Intellectual property activities.

NOW THEREFORE, PARTIES TO THIS AGREEMENT hereby agrees and declares as follows:

1. That "Vardhaman College of Engineering (VCE)" hereby appoints and retains the Attorneys for the purpose of drafting, filing and registration of patent and other activities necessary to for such purpose. Indicative list of obligations of the Attorneys are provided in Annexure- I. The Attorneys shall perform such activities necessary for drafting, filing and registration of patent including but not limited to:



(i) That the Attorneys will hold discussions with the representative(s) of "Vardhaman College of Engineering (VCE)" on all matters related to Intellectual Property Rights as and when required regarding drafting specifications and preparing the applications for patents, designs, trademarks and copyrights developed by "Vardhaman College of Engineering (VCE)", and file and process the same at the Indian Patent Offices at Calcutta or Delhi or Mumbai or Chennai as the case may be.

(ii) That the attorneys will prosecute all such applications till the applications result in the grant or refusal by any of the designated offices for Trade Mark, Design, Copyright and Patent or abandoned. They will also maintain the granted right as instructed by "Vardhaman College of Engineering (VCE)" so long as they are retained by "Vardhaman College of Engineering (VCE)". This will apply to both in respect of Indian and Foreign applications.

2. That Vardhaman College of Engineering (VCE) shall bear the expenses incurred by the Attorneys towards the cost of copy/copies of any citations referred to by the Patent Office during the processing of the applications.
3. That the Attorneys shall during the term of Retainership also handle all 'opposition' and 'infringement' matters on behalf of Vardhaman College of Engineering (VCE) and at the cost of Vardhaman College of Engineering (VCE) and render necessary advice.
4. That Vardhaman College of Engineering (VCE) shall be free to request the Attorneys, as and when necessary, to conduct name and subject matter, state-of-the art search amongst patents granted in India and offer necessary advice based on the search, and take up follow-up action as desired by Vardhaman College of Engineering (VCE).

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5. That the patent specifications required by Vardhaman College of Engineering (VCE) based on the search referred to in para 4 will be at the Vardhaman College of Engineering's expense.
6. That the Attorneys shall also handle filing all applications for patents for Vardhaman College of Engineering in any country outside India and all expenses incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE). The bill consists of the foreign Attorney's fees for filing and prosecution, foreign Government fees, cost of citations, translation charges and Reserve Bank of India permission charges and 10% handling charges over and above the Associates Bill detailing the actual expenditure incurred. The foreign associates' bills in respect of foreign applications will be paid for in the first instance by the Attorneys and then only the claims will be forwarded to the Company so as to avoid the adjustments arising out of fluctuating foreign exchange rates.
7. That the Attorneys shall also obtain copy/copies of the foreign Patent Specification as and when requested by Vardhaman College of Engineering (VCE) and the expenses at actual incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE).
8. That for any work/discussions to be done out of head office, the stay of the Attorneys shall not generally be more than 2 (two) days from the time of departure to the time of return to their office and the travel, boarding and lodging expenses, incurred by them shall be borne by Vardhaman College of Engineering (VCE). The hotel stay and other incidental expenses will be as per Vardhaman College of Engineering Rules. In addition, the Attorneys shall charge a special charge Rs 5000/- per additional day of out-station stay.
9. That for work/discussion to be done at Calcutta Office of the Attorney, which includes technical discussions and/or discussions on the -

S. S. S. S.



filing/prosecution of an application, a consultation fee of Rs. 1000/- per day shall be charged.

10. All any bills referred to in this agreement shall be paid by Vardhaman College of Engineering only after submission of the invoice with details of expenditure incurred and the purpose to Vardhaman College of Engineering.
11. That Vardhaman College of Engineering shall be free to consult the Attorneys regarding all matters connected with patents, design, Trade Marks and Copyright within the terms of this Agreement and the Attorneys shall also handle applications for registration of Designs for the Company as per conditions mentioned above regarding patents.
12. That this agreement shall be in force with retrospective effect for 3 years from Aug 2015 to July 2018.
13. That at the option of either party, the Retainer-ship Agreement may be renewed at the end of the stipulated duration of the Agreement as may be mutually agreed upon.
14. During the term of the Agreement the attorneys agree that they shall not act against the interest of Vardhaman College of Engineering (VCE), but shall give all the assistance favorable to the interest of Vardhaman College of Engineering and all transactions in this connection shall be held in utmost confidence. All confidential information passed on to the Attorneys by the Company either written or oral or otherwise such as by drawing etc. at anytime during the term of agreement, shall be kept always confidential by the Attorney even after the termination of the Agreement.
15. In the event of non-extension of the Agreement the attorneys shall immediately deliver all the documents and papers in their possession relating to the applications and/or oppositions in which Vardhaman College of Engineering is concerned. In the case of Patent, Trade

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Marks, Design and Copyright applications, the attorneys' shall give all reasonable assistance in concluding the proceedings till the application is accepted or refused under patent law or until such time and under such terms as may be agreed between the parties.

16. Any dispute arising out of this Agreement shall be settled mutually.

17. The remuneration payable by Vardhaman College of Engineering to the Attorneys in respect of the various services to be rendered by them during the period of Retainership is specified in Schedule "A" indicating further therein the Government fees and other statutory fees presently applicable. The Government fees and other statutory fees are susceptible to periodic revision.

IN WITNESS WHEREOF, the parties hereto hereunto set their respective hands the day and year first above written.

FOR AND ON BEHALF OF

Vardhaman College of Engineering
PRINCIPAL

SIGNATURE:

[Handwritten Signature]

DATE:

30 July, 2015

WITNESSES:

Name:

Dr. H. S. Dain

Address:

Kacharam

FOR AND ON BEHALF OF

M/s. L S DAVAR & CO.,

SIGNATURE:

L. S. DAVAR & CO.
[Handwritten Signature]
Partner

DATE:

4th August 2015

WITNESSES:

Name: Dr (ms) SBANERJEE

Address: 32 Radha Madhab Dutta Garden Lane
Kolkata - 700 010



ANNEXURE-I**INDICATIVE LIST OF SERVICES TO BE RENDERED BY THE ATTORNEYS**

1. Discussion, consolidating and drafting of patent specification for provisional and final application;
2. Mailing of one copy of Specification, drawings at the provisional and final stages indicating all other particulars of filing; reporting and answering the objections from Patent Offices;
3. Filing the amendments at the Patent Offices; conducting name and subject, state-of-the-art searches amongst patents and advise action; advise and take up action etc.
4. On infringement matters; information on validity of patents, designs and trademarks, registration of designs, opposition of patents and designs,
5. Registration: of assignment; renewal of patents; designs and trademarks, maintenance of patents and designs; filing of working statements at Patent Office;
6. Filing of restoration requisitions under Section 28 and handling the same; preparation of up-dated,
7. Consolidated bi-annual progress/status report on all the cases of Vardhaman College of Engineering on or before 1st October and 1st April of each year
8. Meeting legal and other obligations as per the Act/Rules on all intellectual property rights.
9. Advising on contractual clauses that Tata Steel may enter into with other collaborators in regard to Intellectual Property Rights and referred to the Attorneys, so that Tata Steel's total interest stands full protected.

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FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("**TCS Application System**") which will be accessed/used by its customers ("**Services**");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("**Facilities**");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"**Authorized Personnel**" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"**Confidential Information**" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"**Customer**" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"**Facilities**" shall mean the facilities as set out in Clause 1 on Schedule 2

"**LISP**" shall mean Local Infrastructure Service Provider

"**Location**" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"**LISP Hardware**" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"**Term**" shall mean the term as set out in the Schedule 1.

"**Usage Period**" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the

essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP: - LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees: - TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws, (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation, and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the

charges, taxes etc with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination :- (10.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(10.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(10.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous:- (11.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(11.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(11.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(11.4) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(11.5) Notice:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives


VARDAMAN COLLEGE OF ENGINEERING

By: 

Name: Dr.S. Sai Satyanarayana Reddy

Title: Principal

TATA Consultancy Services Ltd.

By: 

Name: Mr. Venguswamy Ramaswamy

Title: Global Head – TCS iON

SCHEDULE 1
TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Details of contact person</u>	<u>Location Name</u>
VARDAMAN COLLEGE OF ENGINEERING	Vardhaman Educational Society	Kacharam, Shamshabad, Hyderabad, Telangana, India, 501218	Dr.S. Sai Satyanarayana Reddy Principal principal@vardhaman.org 9502653333	Hyderabad

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	10-Aug-2015

[Handwritten Signature]

SCHEDULE 2

1. **Facilities:** Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation /supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service -with TCS and/or its Authorized Personnel as and when required
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. **LISP Hardware:**

Based on requirements of TCS, as per Work Order (as per 5 (a) below), including but not limited to the following as applicable:

- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. **Fees:**

a. TCS shall pay Fees only for LISP Hardware for nodes as specified in the Work Order

b. The rate per node shall be determined basis "Category" as specified in Work Order. Various Categories are listed below:

Category	Number of Shifts	Personnel and Miscellaneous Cost	Rate per Node- LISP Hardware
C1	One Shift	Excluded	40
CB2	Two Shift	Included	120
CB3	Three Shift	Included	150
CB4	Four Shift	Included	165

c. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price
1	Test Centre Administrator	Rs.750 per shift
2	IT Managers	Rs.600 per shift
3	Invigilators	Rs.500 per shift
4	Support	Rs.300 per shift

d. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below: :

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

e. Diesel Generator Cost: Basis of actual utilization LISP will charge TCS for reimbursement of diesel expenses for the proportionate DG usage (i.e. period utilized, load shared, etc.) at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 600 per hour

4. Miscellaneous:

- a. TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise invoice after the Usage Period. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.

**SCHEDULE – 3
SERVICE LEVEL CREDITS**

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.

SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP

Authorized Signatory

Date

MASTER EDUCATION SERVICE AGREEMENT

This Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

(INSTITUTE and ARK are collectively referred to as 'Parties' and individually as 'Party')

WHERE AS:-

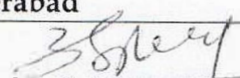
Institute has requested ARK to deliver skill development courses aimed to develop & improve the Creative & Life Skills of all interested students at the Institute's Premises. The courses are focused on the CAD/CAM/CAE/Animation/Gaming/Robotics area looking at today's scenario where students are growing in a Digital World around them.

NOW, THIS MOU WITNESSETH AS UNDER: -

COVENANTS FOR INSTITUTE

1. INSTITUTE shall provide all the necessary infrastructural amenities & logistics like Computers (as per the required configuration), Electricity,

ARK	Vardhaman College of Engineering , Hyderabad
-----	---

1

Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL
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Projector, Lab Space, etc. as suggested / directed by ARK without alleging or claiming anything from ARK except as set forth in the agreement herein.

2. All the running expenses for imparting the session in any manner whatsoever shall be borne by the INSTITUTE only.
3. INSTITUTE shall support & assist ARK in all manners to run / deliver the sessions / programs effectively & efficiently.
4. INSTITUTE hereby ensures that minimum no of students as specified in the respective sub contract agreement shall enroll for the said program courses.

COVENANTS FOR ARK

1. ARK will impart the necessary skills/ education development courses to the students of the INSTITUTE as mentioned in the Sub Contract Agreement.
2. ARK will provide the qualified instructor; curriculum as mutually agreed to guide and imparts the respective courses education to the enrolled students.

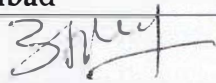
CONSIDERATION

Parties hereby agree that Institute shall collect fees from each Student and shall make the payment to ARK on mutually agreed terms on time to time basis as per the respective Courses in the manner as mentioned in the Subcontract agreement executed between the parties. Professional fee for imparting the respective course shall be determined on execution of the subcontract agreement.

MISCELLANEOUS

1. INSTITUTE & ARK hereby agree that ARK will commence the respective sessions at the INSTITUTE's premises only on mutually agreed schedule by delivering sessions. Further, if required any additional sessions will be provided on the terms & conditions as may be mutually agreed by the parties.

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2. Parties hereby agrees that all the subcontract executed between the parties for the carried courses, shall be regulated in the terms as mentioned in the Master Service Agreement herein.
3. Parties hereby agree that the effective date of this agreement shall be date on which the agreement is signed and the agreement will be valid till 3 years from date of agreement or any other due date as mentioned in the Subcontract agreement for the respective program and the same may be renewed for further period on mutual agreed terms.
4. Parties hereby agree that ARK is permitted to display their status of being a service provider at INSTITUTE's reception/admission desks, notice boards and other places as agreed by the INSTITUTE.
5. Parties hereby further agree that during the term of this agreement or any other sub contract agreement and thereafter; Institute shall not in any manner whatsoever, make arrangement, associate, appoint the instructors provided by ARK as its regular faculty, consultant etc.
6. Either party may terminate this arrangement by giving a prior 90 days' notice in writing to the other party.
7. Parties hereby further agree that all intellectual property shall only belong to ARK only either created by students during the sessions or otherwise.
8. Institute hereby authorizes ARK to use the Institute's logo, name, URL, curriculum pictures etc. on the social networking websites, or to take any measures to promote the educational programme.
9. ARK shall not be held liable to the Institute for any loss, delay or damage occasioned by act of god, or Govt. Policies, fires, floods, explosions, epidemics, strikes, Amendment in Institute schedule, timings etc. which prevents performance of ARK under this MOU and the same shall not restricts the rights of ARK to collect the professional fee from the Institute.

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10. Each & Every subcontract agreement executed between the parties shall be deemed to be part & parcel of this agreement and shall be regulated in accordance to the terms as mentioned hereunder.
11. This agreement shall not be amended, assigned or transferred by either party without the written consent of the other party
12. This agreement shall be governed exclusively by the laws of India jurisdiction shall be vested exclusively in the courts at New Delhi

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For ARK Infosolutions (P) Limited

For Vardhman College of Engineering

Authorized Signatory


Dr. S. Sai Satyanarayana Reddy
Authorized Signatory **B.E., M.E., Ph. D.**
PRINCIPAL
Vardhaman College of Engineering
Shamshabad. Hyderabad.

Witness:-

Witness:-

Name

Name

Address

Address

ARK

**Vardhaman College of Engineering ,
Hyderabad**

SUB CONTRACT AGREEMENT - 1

This Sub Contract Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

WHEREAS;

The above agreement is executed in continuation to the Master Service Agreement executed between the said parties on 26th March 2015. This subcontract agreement defines the Program Education course to be rendered, the terms and conditions and the consideration in lieu of the said educational course.

TERMS ARE MENTIONED HEREUNDER:-

<u>NAME OF PROGRAM/COURSE</u>	- Basic Course on ANSYS Mechanical
<u>VENUE</u>	- College campus
<u>Min No. of students</u>	- 18 in Numbers

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SOFTWARE LICENSING

-Academic License for latest version of ANSYS for duration of training will be provided by ARK

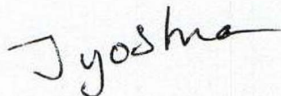
DURATION OF PROGRAMME

- 10 days

CONSIDERATION

1. INSTITUTE will issue Purchase Order to ARK for ANSYS training with course fees at Rs.6,000 /- (In words Rupees Six Thousand only) per student.
2. INSTITUTE will pay professional fees to ARK Rs. 5,000 plus service tax per student. Service tax will be charged as per prevailing tax rates at time of actual billing.
3. ARK will share remaining amount towards cost of Infrastructure after deducting professional fees with service tax.
4. INSTITUTE will collect the fees from students and make payment to ARK as per payment schedule mentioned below
 - a. 50% advance before commencement of the course.
 - b. Balance 50% on completion of training.

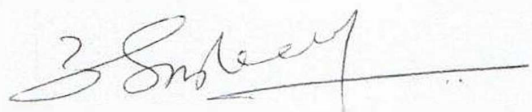
For ARK Infosolutions (P) Limited



Authorized Signatory

Name **Jyoshna Ravi**
Date **2/04/2015**

For Vardhman College of Engineering



Authorized Signatory

Name **S. Sai Satyanarayana Reddy**
PRINCIPAL
Date **VARDHAMAN COLLEGE OF ENGINEERING**
Shamshabad, Hyderabad.

ARK	Vardhaman College of Engineering , Hyderabad
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AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6th day of FEBRUARY 2015 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11th Floor, Unitech Arcadia, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

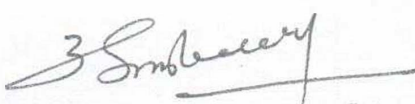
AND

Vardhaman College of Engineering having its principal place of business at Ranga Reddy (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

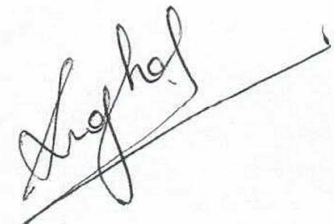
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.


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NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website www.cocubes.com, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.

1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
(Unlimited)	2015	(Engineering)
(Unlimited)	2016	(Engineering)
(Unlimited)	2017	(Engineering)
(Unlimited)	2018	(Engineering)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing

CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service- available here: http://static.cocubes.com/document/reg_tc.html

4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").

4.3 Invoicing

CoCubes shall raise one invoice on the date of signing of MoU (effective date), provided the institute shares the database immediately. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represent, warrants and covenants that:

- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any

circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.

- 5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.
- 5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which are a part of the Services provided by CoCubes to the Institute.
- 5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.
- 6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.
- 6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.
- 7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.
- 7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.
- 7.4 This restriction shall however not apply to the Confidential Information which:
- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
 - (ii) Was or is in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
 - (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
 - (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
 - (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the

governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed

8. INDEMNIFICATION

8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. NON-SOLICITATION

During the tenure of this Agreement and for twelve (12) months thereafter, the Institutewill not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor ofCoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. TERM AND TERMINATION

- 12.1 The agreement will be valid for the next 4 years from Effective Date(the "Term"). The service defined in Exhibit A, must be carried out for the next 12 months as is, against the commercials stated in Exhibit B. If mutually agreeable, the contract can be extended at mutually accepted terms by signing Exhibit C annually for the next 3 years. The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this

Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

13. FORCE MAJEURE

13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:

- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
- b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

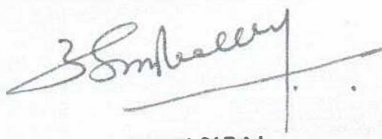
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon ^{Hyderabad} shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Gurgaon, Harayana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.




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14.3 No Assignment

This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

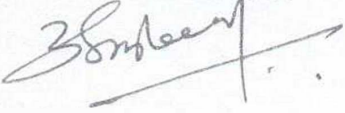

14.5 Waiver

All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorized Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorized Signatory</p>
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Shamshabad, Hyderabad.



EXHIBIT A SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.
 - We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year. However, no unique logins are provided for first/second year. Assessments for first and second year will be conducted via a stand alone assessment engine.
 - Web enabled platform to manage internal placements and student data.
 - Online platform shall generate placement statistics for placements for your Institute.
 - SMS feature on the platform can be used as follows:
 - Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
 - Communication to Eligible/Applied/Offered/Declined/No-Response students
 - Communication module (Custom or standard Groups) is available.
 - Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per SMS.

Key Features & Benefits:

- Data Security- 7 Level Data Security
- Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data
- Bring transparency in the system wrt Education Marks, Degrees, etc.
- Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are*



tracked and communication happens on CoCubes.com

Figure 1: Administrator Level Login for University



Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online



Figure 3: Every Student gets a secure Individual Login. Student appears in Assessments, applies to jobs here.

Figure 4: Student builds his/her CV from their login. One standardized resume format for the entire college

*Web enabled platform is not applicable for training Institutes since the students are likely to belong to different colleges.

2. Career Development for Students

PRE-ASSESS®

This is a standard Assessment recognized by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. A sample list is available below. This offering helps increase corporate opportunities available for the students in final year. A snapshot of the report generated post the PRE-ASSESS® is also given below.

PAN India	Name of Company	CIC	Eligibility (Academic & Post-Exam Job Profile)	Branch	Year	Emphasis on Which Sections in Pre-Exam										
						Analysis	Numerical	English	CP	Reasoning	Verbal	Kodrut				
	Taty	447774	Graduate	IT	2019											
	OIA	447774	Graduate	IT	2019											
	ING	447774	Graduate	IT	2019											
	NIIT	447774	Graduate	IT	2019											

Figure 5: Sample list of companies recruiting based on scores achieved in the PRE-ASSESS®.

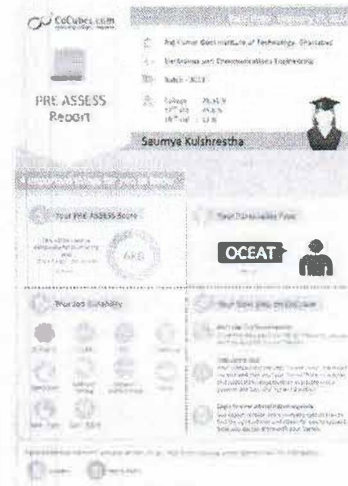


Figure 6: First page of the Individual Student Report generated on completion of the PRE-ASSESS®.

PRE-ASSESS® Process Conduction Guidelines

- PRE-ASSESS® is a 3 hour extensive exam with 7 different sections.

- In order to generate a report and be applicable for even one job- it is mandatory to give the Aptitude and Psychometric Test. If this is not done, no report will be generated and said student will not be able to apply for any company.
 - Syllabus of the PRE-ASSESS® is available here: <http://www.cocubes.com/college-offering.aspx#college-PRE-ASSESS®ment>
 - PRE-ASSESS® is conducted on a day/date convenient to the Institute- barring a Monday.
 - List of students with slots for each must be shared at a minimum of 7 days before the PRE-ASSESS® is scheduled. Failure to do so, may result in poor experience of the college and students. If this list is not shared 4 days before the scheduled PRE-ASSESS®, CoCubes.com can cancel the PRE-ASSESS® and the Institute (and every registered student in the institute) will loose one PRE-ASSESS®.
 - If, any student whose slot has been shared by the Institute at D-4, fails to appear in the given slot on said day, that student will loose one PRE-ASSESS® from the count of PRE-ASSESS® allocated to the Institute.
 - PRE-ASSESS® is invigilated by the CoCubes.com team.
 - The PRE-ASSESS® is conducted at the college premises only if the college registers more than 200 students.
 - We strongly recommend that the college conduct 2 slots while conducting the PRE-ASSESS® on any given day.
 - PRE-ASSESS® may be needed to split over 2 or more days to ensure every student registered student in the batch is able to take the same. We require that the 2 or more days be within a 7 day period.
 - Scores of PRE-ASSESS® are valid for a period of 12 months following the last date of PRE-ASSESS®.
 - Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in PRE-ASSESS®.
 - Applying on a job via the PRE-ASSESS® and then being shortlisted for interviews, requires the student to go for the interview. If the student fails to go for the interview without prior intimation of the same (atleast 3 days before the date of interview), will lead to the individual students login being disabled for period of one month.
 - Report of the PRE-ASSESS® will be generated within 7 Business Days of conduction of the PRE-ASSESS®.
 - *If the second PRE-ASSESS® is applicable:*
 - *There must be a minimum gap of six months between the first and second PRE-ASSESS®.*
 - *Sectional best of two PRE-ASSESS® scores will be the final score of the student.*
- Second PRE-ASSESS® will be conducted on a date/time as determined by CoCubes.com.*

3. **Employability Enhancement of Students**

Continuous Evaluation Program

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.

Sem	Industry Program	Academic Program
1st Year	Employability Aptitude Test, Written English Test	Coding Assessment
2-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
2-2	Employability Aptitude Test, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-2	Employability Aptitude Test(2 Test), Written English Test(2 Test)	Domain Test (Relevant Subjects)*, GATE 1, Coding Assessment
4-1	Numerical Ability, Analytical Reasoning, English Usage, PRE-ASSESS*	Domain Test (Integrated), Coding Assessment
4-2	PRE-ASSESS*	GATE 2, Coding Assessment

*This is related to GATE and Corporate requirement

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/ University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.

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**EXHIBIT B
FEES**

Offering	Degrees	Price/Student
As above	Engg	INR 2,50,000.00

*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

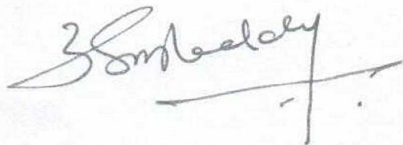
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

The service as defined in exhibit A will continue to be delivered for one year (across batches) from 'effective date' against the commercials defined in Exhibit B.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.



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EXHIBIT C
CONTRACT EXTENSION DOCUMENT

The service delivery as mentioned in Exhibit A can be extended by a further 2 years till 31st March 2018, if mutually agreeable at the below mentioned rates. *Please note the service, delivery remains as is, the commercials will be revised as follows:*

Offering	Degrees	Price/Student
As above	Engg	TBD

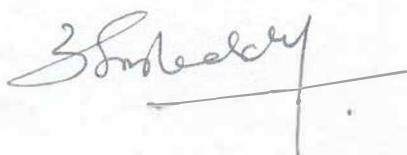
*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

Payment Terms: TBD.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

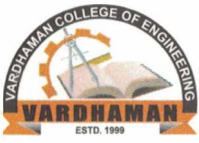
If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.


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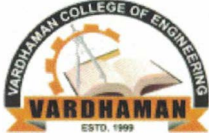




VARDHAMAN COLLEGE OF ENGINEERING

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Affiliated to JNTUH, Approved by AICTE,
Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified



Memorandum of Understanding
Between
Vardhaman College of Engineering
&
INTEL FICE



This Memorandum of Understanding (herein referred to as “MOU”) is effective as of **19th October 2016**, entered between **Vardhaman College of Engineering (VMEG)** situated at Shamshabad, Hyderabad - 501 218, an Autonomous Institute of research & engineering importance affiliated to JNTU Hyderabad.

AND

Intel Technology India Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 23-56P, Devarabeesanahalli, Varthur Hubli, Outer Ring Road, Bangalore-560103 (here after referred as “**Intel**”).

Intel and Institute may each be referred to as a “Party” or collectively as the “Parties.”

BACKGROUND

- Intel has a program known as Intel College Excellence Program under which Foundation for Innovation and Collaborative Education having its office at R-7108, Devinder Vihar, Sector56, Gurgaon, Haryana-122011, India (herein after referred as “**FICE**”), an Intel approved vendor, may conduct workshops on Intel Embedded systems and setup state of the art labs based on Intel Architecture, at various higher education institutes including the Institute (“**Program**”);
- Intel wishes to state in the MOU about the Program, management of this Program by FICE and Intel’s relationship with the Institute and FICE.



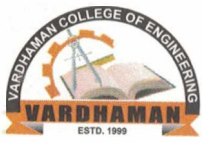
Page 1 of 6

Shamshabad - 501 218, Hyderabad, Telangana, India.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029, Telangana, India. Ph : 040-64582470



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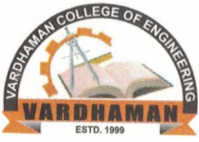
c. Institute agrees with Intel to collaborate in the Program and engage with FICE as described in this MOU.

NOW, THEREFORE, the Parties have come to the following understanding:

General Understanding regarding this MOU:

- 1. Purpose of the MOU:** The purpose of this MOU is to specifically bring to the attention of the Institute the relationship of Intel with the Program and how the Program is managed by FICE. This MOU will also serve as a framework to describe Intel's relationship with the Institute and with FICE. Intel and FICE are independent contractors. FICE does not have any right or authority to assume or create any obligations on behalf of Intel or to bind Intel to any contract, agreement or undertaking with the Institute. Nothing in this MOU shall be construed to create a partnership, joint venture, employment or agency relationship between Intel and FICE. Upon the execution of this MOU, Institute and FICE may discuss and negotiate the potential transaction(s) relating to the Program including setting up of lab in greater detail, which may include entering into binding agreements for the implementation of the Program.
- 2. Non-Binding Nature of this MOU:** The Parties agree that this MOU is non-binding and the terms of this MOU are statements of intent only. This is not a binding agreement between the Parties except for the obligations provided under Sections 2 through 9 below, which are binding on the Parties. The Program is conducted by Intel on a non-binding basis. Intel has the right to cancel the Program and its related activities at any time at Intel's sole discretion without providing any reason to the Institute. No legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.





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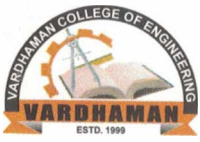
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3. **Confidentiality:** Except as may be otherwise stated in MOU, or as may be required by law, the Parties agree that they shall seek and receive the express prior consent of the other Party before they disclose to the public or to any third party the existence of this MOU, any confidential information provided to each other or the relationship described herein.
4. **Expenses:** Institute will be responsible for its own expenses in connection with all matters relating to the Program. All monetary transactions for conducting the Program shall be between FICE and the Institute. There is no funding from Intel for FICE to carry out the objectives of or to implement the Program at the Institute. FICE will obtain its own funding from the Institute who wish to set up the state of the art Intel Intelligent Systems labs and implement the Program. In no event shall Intel be liable to the Institute for any fault, mismanagement, acts, omissions or damages of any kind whatsoever based upon or arising out of FICE's performance of or failure to carry out the Program activities as agreed with the Institute.
5. **Non Exclusivity:** Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
6. **Limitation of Liability:** In no event shall Intel have any liability to the Institute, students or any other third party, for any indirect, incidental, speculative, special or consequential damages, based upon the breach of contract, tort or otherwise, arising out of this MOU, or for the failure of FICE to ultimately complete the Program activities as agreed between FICE and the Institute.





VARDHAMAN COLLEGE OF ENGINEERING

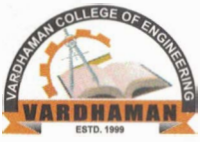
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7. **Warranties Disclaimed:** ALL DELIVERABLES, MATERIALS AND PROGRAM COLLATERALS, ETC. PROVIDED BY INTEL ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. INTEL SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.
8. **No Intellectual Property Rights Granted:** This MOU does not grant the Institute any license or other rights to any trademarks, logos or other intellectual property of Intel, and use of any intellectual property of Intel will be governed by a separate license agreement.
9. **Term and Termination:** This MOU will continue in effect until it is terminated by one of the Parties. Either Party may terminate this MOU at any time for any or no reason upon 30 days' written notice to the other Party. In the event Intel cancels the Program and/or its related activities, this MOU shall stand automatically terminated and Intel may provide a written notice to the Institute to this effect. The obligation arising under Sections 2 to 10 of this MOU will survive termination.
10. **Governing Law and Jurisdiction:** This MOU will in all respects be governed by and construed in accordance with the laws of Republic of India. Each party hereby agrees to the sole jurisdiction of the courts of Bangalore for all disputes and litigation arising under or relating to this Agreement.
11. **Independent Contractors:** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by





VARDHAMAN COLLEGE OF ENGINEERING

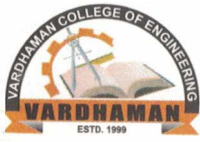
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this MOU. Neither Party will make any warranties or representations on behalf of the other.

12. Entire Understanding; Amendment; Assignment: This MOU sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party's prior written consent, except that Intel may assign its rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel Corporation.





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13. **Notices:** All notices shall be directed in writing to the following individuals (or their successors):

For Institute: Vardhaman College of Engineering Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India. Ph: 08413 - 253335, 253201, Fax: 08413 – 253482.	For Intel: Intel Technology India Private Limited 23-56P, Devarabeesanahalli, VarthurHobli, Outer Ring Road, Bangalore-560 103, India. Ph: +91 080 6193 9339/42
<i>The signature of the Parties below indicates their agreement with the MOU.</i>	
For Institute: 	For Intel: 
Name: Yagateela Pandu Rangaiah Title: Head ECE	Name: Kishore Balaji D. Title: Director Corporate Affairs
Date: 19/10/2016	Date: 19-10-2016.
	

Witness:

1. Janapati Krishna Chaithanya -
Associate Professor, Dept. of ECE, Vardhaman College of Engineering.
2. Mashetty Gopi Krishna -
Associate Professor, Dept. of ECE, Vardhaman College of Engineering.

HPSU Academic Agreement

This agreement has been entered into on this, 3rd day of March 2016, by and between M/s. ITSetrain having its registered office at B-100 A, South City 1, Opp.Huda Gymkhana Club, Gurgaon 112 001 Haryana. (Hereinafter referred to as ITSetrain) and M/s. Vardhaman College of Engineering, having their office at 3-6-524, # 403, 4th Floor, Zee Plaza, Opp. Minerva Coffee Shop, Himayath Nagar Hyderabad – 500 020, Telangana, India Hyderabad. (Herein after referred to as HPSU Excellence Centre).

1. DEFINITIONS:

1.1 "Intellectual Property Rights" means trademarks, service marks, trade and service names, patents, copyrights and design rights, moral rights, trade secrets and rights of confidence; all rights of forms of protection of a similar nature or having similar nature having similar or equivalent effect to any of which may subsist anywhere in the world.

1.2 "Material breach" means a breach of a term or terms in the Agreement.

1.3 "Licensed material" means and includes a limited, non-exclusive, non-transferable, non-assignable limited license.

1.4 "Course Materials" means courses, documentation (for example questionnaires and process guidelines, education materials (example student work books, instructor guides and computer based training) and other written information (in any form including electronic) and any other materials

1.5 "Programs" means and includes any set of developed and sold products and services by HP Software Education

1.6 "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or reasonably should be known by recipient to be proprietary or confidential.

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1.7 "Designated System" means computer system identified by Reseller for which the Products are licensed. The Products may not be relocated from such Designated System without HP's written consent, and the Designated System must be located at a Facility.

1.8 "HPSE Class" shall mean a generally commercially available HP Software Education Training course – HP Software Testing Training using UFT, LR, ALM and VuGen.

1.9 "HP Software University Curriculum" shall mean the overall content and sequence of a HPSU Class on HP Software Testing Foundation Training: UFT, LR, ALM and VuGen.

1.10 "HP Materials" shall mean the instructional materials provided by HP for use with the HPSE Class given by ATR under the terms of this Agreement, including the Student Kit and certificates.

1.11 "HP Education Services" means training, courses, services and course materials offered by HP Software University program. Courses may be in various formats including but not limited to classroom scheduled seats (such as scheduled instructor led training and remotely assisted instructional learning), onsite dedicated training, customer or neutral site, lecture only training, online lecture and training, and web based training.

1.12 "Statement of Work or SOW" means a document signed by HP and Customer that describes the specific HP Education Services to be provided by HP. SOWs are generally applicable to dedicated training to specific to customer's requirements.

2. SCOPE OF WORK

That ITSetrain by way of this agreement intends to authorize HPSU Excellence Centre for the following:

- A. To promote and provide HP Software Education services offered by HP
- B. To Provide quality learning according to the industry standards
- C. To establish excellence center and improving the innovation

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3. TERM OF APPOINTMENT

This Agreement shall come into force on the date both parties sign this Agreement and, subject to the clauses & after clearly understanding the HP Software Education services program.

It shall continue in force for a period of One (1) year from the date of signing the contract. ITSetrain may at its sole option renew this Agreement annually by advising the HPSU Excellence Centre in writing of its intention to renew

4. FINANCIAL CONSIDERATION

Vardhaman College of Engineering shall be entitled to a payment of Rs. 9,17,000 (Rs Nine Lakh Only) to DevmenIT from the HPSU Excellence Centre towards annual registration fees for 1 center Only and will have admit 250 students in HPSU certifications. This amount is non-refundable and would be paid through ITSetrain every year for renewing the agreement with ITSetrain for HPSU.

All payments to be done in advance by the HPSU Excellence Centre unless specified otherwise. Any and all delayed payment shall attract an interest of 18% annually to be even calculated on a pro rata basis. All Government taxes as applicable would be borne by the HPSU Excellence Centre over and above the said amount

5. DUTIES AND RESPONSIBILITIES OF HPSU EXCELLENCE CENTRE

5.1 The HPSU Excellence Centre shall at all-time take steps to uphold and protect HP and ITSetrain's interest and good name. The HPSU Excellence Centre shall perform and carry out the Services in strict compliance with the terms of this Agreement and in accordance with the instructions and directions of the company and shall ensure at all times that the Services are performed to a high standard of quality as may be

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reasonable for the company to expect in all the circumstances, and in any event in accordance with generally recognized commercial and/or educational practice and legal standards.

- 5.2 Seek approval from ITSetrain for any advertising and representational materials or additional forms created for the promotion of HP Software Education and its programs.
- 5.3 Not making any misrepresentations, fraudulent or otherwise, to students or any third parties as regards to HP, ITSetrain, its programs and job opportunities.
- 5.4 The HPSU Excellence Centre is not authorized to negotiate, commit, cancel, rescind, terminate, conclude or confirm any application or agreements on behalf of ITSetrain, without their approval. All applications received through the HPSU Excellence Centre, shall be relayed to ITSetrain and subject to its acceptance.
- 5.5 A single (1) workshop and single (1) seminar for the students in one year from the day of signature of contract.
- 5.6 Study material per each of the registered students will be provided in the package at the registration cost from the student and minimum students participation should be 250 per year.
- 5.7 Data Analytics Lab will be allocated to the college after the legal signature for the registration of the center.
- 5.8 The HPSU Excellence Centre shall not under any circumstance be authorized to use ITSetrain name or capacity to receive from or collect from any student(s) or any third parties any form of commission, fees or benefit of value in connection with this Agreement. This agreement is solely for the recruitment by the HPSU Excellence Centre and is not meant for any other commercial or collateral purpose(s) by the HPSU Excellence Centre nor shall it be used by the HPSU Excellence Centre to collect any commission, fees or benefit or to enter into any business dealings or arrangement

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with any third parties outside the scope of this Agreement. In the event an HPSU Excellence Centre is found to have violated or in any way breached this clause, in addition to any other rights ITSetrain have or may have against the HPSU Excellence Centre under this Agreement and/or in law, ITSetrain may at its option immediately terminate this Agreement at any time and pay no compensation or reimbursement whatsoever for any Services performed by the HPSU Excellence Centre. ITSetrain shall not at any time be liable to the HPSU Excellence Centre and/or any third party for any debt or liability or legal costs arising from any unauthorized act of the HPSU Excellence Centre.

5.9 ITSetrain grants HPSU Excellence Centre a right to install and use on the designated system(s) for the purpose of providing HP Education Services. This software may only be installed on computers that are designated specifically for education and training of Students. Such copy may not be installed on any other computers. HPSU Excellence Centre shall not use or duplicate HP Software Education Products for any purpose other than as specified in this Agreement. Any copy of the Products, including any partial copy, is the property of HP Software Education and the HPSU Excellence Centre will maintain the copyright notice, trademark, and any other proprietary rights notices that appear on the Products on any copies and any media. HPSU Excellence Centre shall comply with all rules and regulations with respect to the Products and HP Materials. HPSU Excellence Centre will not violate the licensing terms and restrictions contained in this Agreement, or and provide, lease, lend, use for outsourcing or service bureau purposes or otherwise use or allow others to use a Product, HP Software Education Materials.

5.10 HPSU Excellence Centre recognizes and acknowledges ITSetrain's authorization to use Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of HPSU Excellence Centre's use of such marks shall become

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Authorized Signatory



the property of ITSetrain. HPSU Excellence Centre further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of ITSetrain or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of ITSetrain.

5.11 HPSU Excellence Centre will keep the information and data provided by ITSetrain as confidential communication. Excellence Centre may not distribute HP Software Education Material to any third party without seeking express consent from ITSetrain. HPSU Excellence Centre shall use HP Software Education materials and products only in conjunction with, and for the sole purpose of conducting training of students and for internal reference purposes.

6. PERMITTED USES AND DISCLOSURES BY HPSU EXCELLENCE CENTRE

6.1 Except as otherwise limited in this Agreement, HPSU Excellence Centre may use or disclose HP Software Education services data to perform functions, activities, or services for, or on behalf of, ITSetrain as specified, provided that such use or disclosure would not violate the terms of the agreement between HPSU Excellence Centre and ITSetrain.

6.2 HPSU Excellence Centre shall not make or permit alteration or removal of tags, labels, or identifying marks placed by HP Software Education on or within any of the Licensed Material or software provided for training. HPSU Excellence Centre will not use HP and ITSetrain's trade names or abbreviations (with the exception of a logo or mark or graphic design provided by ITSetrain), in HPSU Excellence Centre's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of HPSU Excellence Centre and ITSetrain.

6.3 Except as otherwise limited in this Agreement, HPSU Excellence Centre may use HP Software Education services data as required for HPSU Excellence Centre's proper

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management and administration or to carry out legal responsibilities of the HPSU Excellence Centre. Except as otherwise limited in this Agreement, HPSU Excellence Centre may disclose HP Software Education services data for the proper management and administration of the HPSU Excellence Centre, provided that disclosures are Required By Law, or provided that, if HPSU Excellence Centre discloses any HP Software Education services data to a third party for such a purpose, HPSU Excellence Centre shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of HP Software Education services data and not to use or further disclose such information for the purpose for which it was disclosed, and (b) notify HPSU Excellence Centre of any instances in which it becomes aware in which the confidentiality of the HP Software Education services data is breached.

7. OBLIGATIONS OF ITSETRAIN

- 7.1 ITSetrain shall provide HPSU Excellence Centre with any changes in, or revocation of, permission by an Individual to use or disclose of HP Software Education services data, if such changes affect HPSU Excellence Centre's permitted or required uses.
- 7.2 ITSetrain shall notify HPSU Excellence Centre of any restriction to the use or disclosure of HP Software Education services data that ITSetrain has agreed to the extent that such restriction may affect HPSU Excellence Centre's use of HP Software Education services data.
- 7.3 ITSetrain to grant to HPSU Excellence Centre a limited, nonexclusive right to use regular trade names, trademarks, titles and logos (the "Licensed Marks") in advertising, promotion of the HP Software Education services.

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8 TERM AND TERMINATION

8.1 Term

This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the HP Software Education services provided by ITSetrain to HPSU Excellence Centre, or created or received by HPSU Excellence Centre on behalf of ITSetrain, is destroyed or returned to ITSetrain, or, if it is infeasible to return or destroy HP Software Education services. This agreement is valid for a period of one year from the date of signing. The further renewal of the agreement is subject to the HPSU Excellence Centre paying the renewal fees to ITSetrain and satisfactory compliances to the terms laid down by the agreement.

8.2 TERMINATION

8.2.1 By Either Party for Material Breach: this Agreement may be terminated at any time without limiting any party's other rights or remedies, upon written notice identifying with specificity of the cause if either party commits a Material Breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a Material Breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the material Breach within the ten (10) days time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further this Agreement may be terminated if either party (i) has a receiver appointed for itself or its property, (ii) makes an assignment for the benefit of its creditors, (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement, or (iv) either party is liquidated

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8.2.2 By ITSetrain: ITSetrain may terminate this Agreement at any time, on thirty (30) days written notice to the HPSU Excellence Centre. In addition, ITSetrain may upon written notice to the HPSU Excellence Centre, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between ITSetrain and any third party relating to HP Software Education services is terminated, substantially changed, or modified. The HPSU Excellence Centre shall, within ten (10) days from receipt of a notice under this provision notify all Institutions including Academic, Government and Corporate to whom it has sold Products or Services of the termination of this Agreement unless otherwise directed by ITSetrain.

9. DUTIES OF HPSU EXCELLENCE CENTRE UPON TERMINATION

9.1 Upon termination, HPSU Excellence Centre shall remove all references to images and logos representing or relating to HP Software Education from HPSU Excellence Centre's website, printed material, or retail storefront operated by HPSU Excellence Centre.

9.2 Upon termination of this Agreement, for any reason, HPSU Excellence Centre shall return or destroy all the data received from ITSetrain, or created or received by HPSU Excellence Centre on behalf of, ITSetrain. This provision shall apply to information that is related to HP Software Education services in the possession of the HPSU Excellence Centre. HPSU Excellence Centre shall retain no copies of the HP Software Education services.

9.3 Upon expiration or earlier termination of this Agreement, the limited license granted to HPSU Excellence Centre in the Licensed Marks shall immediately terminate and HPSU Excellence Centre shall immediately cease and desist all use of the Licenses.

9.4 In the event that HPSU Excellence Centre determines that returning or destroying the

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HP Software Education services data is not feasible, HPSU Excellence Centre shall provide to ITSetrain notification of the conditions that make return or destruction unfeasible.

9.1 If HPSU Excellence Centre has breached a material term of this Agreement and cure is not possible or if HPSU Excellence Centre does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, ITSetrain may immediately terminate this Agreement.

10. EFFECT OF TERMINATION

Entire Agreement: The HPSU Excellence Centre acknowledges the Terms and Conditions amended from time to time, constitute the entire HPSU Excellence Centre Agreement between ITSetrain and the HPSU Excellence Centre, and that no promises, representations or agreements of any kind between ITSetrain and HPSU Excellence Centre shall be binding upon the parties, unless in writing and signed by an authorized representative of ITSetrain, and agent of HPSU Excellence Centre. If any portion of this HPSU Excellence Centre Agreement is found to be unenforceable or invalid, all other provisions shall survive such determination, and shall remain valid and enforceable. All powers, rights, and remedies given to ITSetrain are cumulative, not exclusive, and are in addition to any other rights and remedies provided by law, or equity. The waiver by ITSetrain at any time of any of its rights under this HPSU Excellence Centre Agreement shall not be deemed a continuing waiver and shall not preclude the subsequent enforcement of any such right or any other right. All Headings in this Sales Agreement are for convenience of the parties and are for reference only and shall not be considered in determining the legal effect of any provision.

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11. NOTICES

Any notices or delivery required, or permitted, under this Agreement will be deemed completed when hand-delivered, delivered by agent, properly addressed to the parties at their respective addresses provided below.

If to ITSetrain: **support@ITSetrain.com**

If to HPSU Excellence Centre:

12. HEADINGS

The headings for each Article in the Agreement have been inserted for convenience of reference only and are not intended to limit or expand the meaning of the language contained in the particular Article.

13. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included

14. ARBITRATION

Any disputes arising from the execution of, or in connection with, this Agreement shall be settled through amicable consultation between the parties. In the event that a settlement cannot be reached through amicably the matter maybe referred to Arbitration. The aggrieved party shall refer the dispute submitted to a sole Arbitrator to be appointed by ITSetrain. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996. The award rendered by the arbitration commission shall be final and legally binding on both parties hereto. The parties shall jointly bear arbitration fee.

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IN WITNESS WHEREOF, ITSetrain and the HPSU Excellence Centre cause this agreement to be executed by their duly authorized representative:

For ITSetrain:



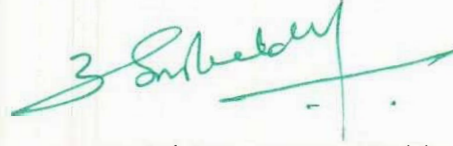
Name: Krishnan Vaidyanathan

Designation: CEO

Witness 1:

Witness 2:

For HPSU Excellence Centre:



Name: Sai Satyanaraya Reddy

Designation: Principal

**PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.**



Annexure 1

HP Software Testing Course Automation with ALM, UFT and LR

This includes a course that provides an introduction to Software Testing using Automation Tools and knowledge on Software Testing tools listed below—

- HP Application Lifecycle Management (ALM) . . .
- HP Unified Functional Testing (UFT) . . .
- HP LoadRunner (LR) . . .
- HP Virtual User Generator (VuGen) . . .

1.) HP Software Testing Automation Tools - Basic (60 hours)

Course Content	Course Duration - 60 hours
Introduction to Testing	8
Introduction Application Life Cycle Management (ALM)	12
Using Unified Functional Testing (QTP/UFT)	16
Using Virtual User Generator (VuGen Scripting)	12
Fundamentals of HP Load Runner (LR)	12

2.) HP Software Testing Automation Tools – Overview (48 hours)

Course Content	Course Duration -48 hours
Intdsroduction to Testing	8
Using Unified Functional Testing 11.5 (UFT/QTP)	16
Fundamentals of HP Load Runner (LR) 11.50 Using Virtual User Generator (VuGen Scripting)	24

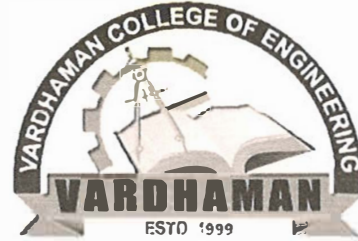
For ITS eTRAIN

 Authorized Signatory





SPEED



Memorandum of Understanding (MOU)

This memorandum of understanding is made on December 08, 2016 by and between Student Platform for Engineering Education Development; herein referred to as SPEED and Vardhaman College of Engineering; herein referred to as VCE for the purpose of achieving the various aims and objectives related to the Indian Student Forum 2017 during the dates 4th, 5th and 6th of January, 2017.

Whereas as SPEED and VCE desire to enter into an agreement in which SPEED and VCE will work together to complete the project

And whereas SPEED and VCE are desirous to enter into a memorandum of understanding between them setting out the working arrangements that each of the partners agree are necessary to complete the project

PURPOSE:

The purpose of this memorandum is to provide the framework for any future binding contract regarding the Indian Student Forum 2017 between SPEED and VCE.

OBLIGATIONS OF THE PARTNERS:

The partners acknowledge that no contractual relationship is created between them by this memorandum but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsible leadership of

the project and to demonstrate financial, administrative and managerial commitment to the project by means of the following individual services.

COOPERATION:

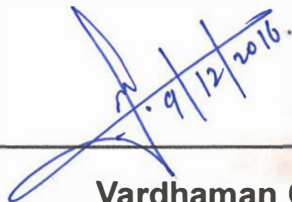
The activities and services for the project shall include but not limit to

- a. Services to be rendered by SPEED include; shall be paying an amount of Rs. 500 for each student per day for all the facilities (as discussed earlier between SPEED and VCE). The list of facilities being availed can be seen in Appendix I and Appendix II.
- b. The services to be rendered by VCE are also present in Appendices I and II.

SIGNATORIES:



Student Platform for Engineering Education Development
By Jatin Bharadwaj Samavedam, its president – SPEED India.



Vardhaman College of Engineering

By Mr. Pandu Rangaiah and Mr. Vivek Kulkarni, its correspondents – VCE.



APPENDIX I

(The list of services being offered by SPEED – India)

1. An amount of Rs. 500 for each student per day for the ISF and Rs. 2500 for ICTIEE 2017.
2. Marketing of Vardhaman College of Engineering on the social media platform and logos on all the merchandise available in the Welcome kit.
3. Shall attribute Vardhaman College of Engineering as Official Partner for Food and Venue in contexts to the Indian Student Forum 2017.
4. Shall provide (if necessary) a time slot for the College Authorities to come and promote ICTIEE in the event.

Appendix II

(The list of services offered by Vardhaman College of Engineering, Hyderabad)

1. Food and Accommodation of all the registered participants for the Indian Student Forum 2017. Food to be served for the boys and girls shall be at a common time at a common dining place.

Accommodation – 4 days and 3 nights

Check In: 3rd Evening

Check Out: 6th Afternoon

Food – 9 meals + 3 High Tea

3rd – Dinner

4th – Breakfast + Lunch + High Tea + Dinner

5th - Breakfast + Lunch + High Tea + Dinner

6th – Breakfast + Lunch + High Tea

2. Travel Arrangements (Pickup and Drop) for all the registered students from common pick up points twice on the 3rd of January, 2017 and 6th of January, 2017 from the Railway Station and the Airport.

3. Provision of drinking water throughout the event.

4. Buckets and Mugs which can be utilized in the washrooms. Geysers for hot water.

5. Speakers and Microphones throughout the event.

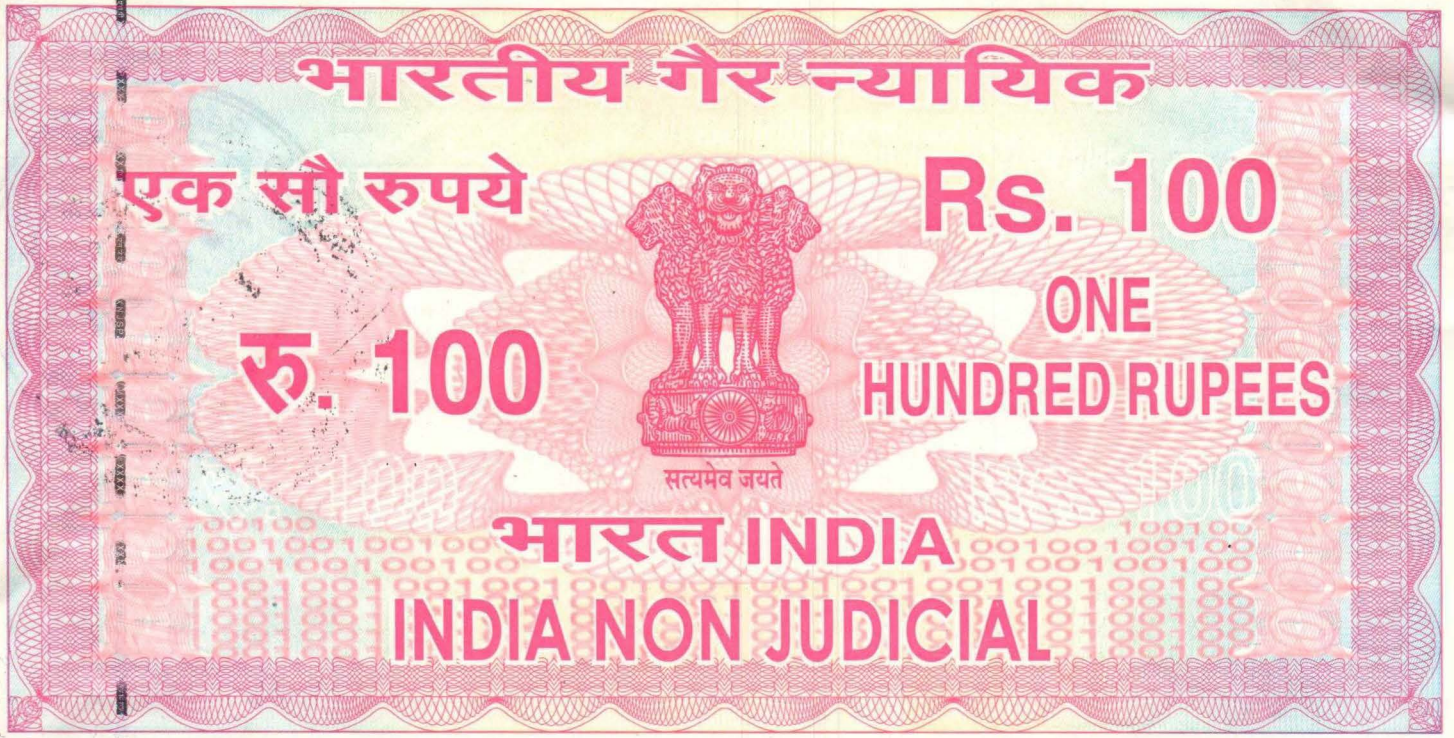
6. Cleaning of hostel rooms if necessary.

7. Hostel Timings to be slightly altered if necessary to accommodate the schedule.

8. Stationary required for the entire event. (List attached)
9. Usage of Auditorium with projector and classrooms to host the event.
10. Provision of 24 X 7 Wi-Fi Facility to all the registered student throughout the event.
11. Accommodation of Facilitators in the guest rooms alongside the auditorium for a price as discussed (optional).
12. Computer Lab with internet facility (if necessary)
13. Access to Basketball court to host the cultural night. Necessary arrangement for the same shall also be made available like speakers, lights and chairs.
14. Access to the open area in the college in order to conduct activities for the students.

STATIONARY:

S.No	Item	Quantity
1	Flip Charts (A2 Size)	100
2	Sketches	40 packets
3	A4 sheets	1 bundle
4	Scissors	10 units
5	Stapler	10 units
6	Sticky Notes	50 packets (medium)
7	Pens	200 pens
8	Cello Tape	10 rounds big
9	Double sided tape	10 rounds big



తెలంగాణ తెలంగాణ TELANGANA
No. 987 Date 22/7/15 Amt. 100/-

NWalgA 128085
N. VASUNDHARA
Licenced Stamp Vendor
LIC No. 15-20-042/2012
10-182 (1-100 Old).
Siddappa Road
SHAMSHABAD R.R Dist
Cell 7569985596

Sold to: Dr. T. Vejendar Reddy s/o T. Bal Reddy, R/o Kacharam
For whom: Vardhaman College of Engineering.

RETAINERSHIP AGREEMENT

THIS AGREEMENT IS MADE ON THIS 22nd DAY OF JULY 2015

BETWEEN

Vardhaman College of Engineering (VCE) an existing Educational Institution Permanently Affiliated to JNTUH, Hyderabad and registered by DST as Scientific and Industrial Research Organization (SIRO) having its Registered Office at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 India through its Research & Development Activity, at Kacharam, Shamshabad – 501 218, Hyderabad, Telangana, India, Ph: 08413 - 253335, 253201, Fax: 08413 - 253482, Mobile: 09502653333 hereinafter called "Vardhaman College of Engineering (VCE)" (which expression shall unless repugnant to the context or

[Handwritten Signature]



meaning thereof be deemed to include its successors and permitted assignees) of the ONE Part.

AND

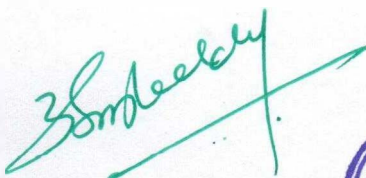
M/s. L.S.DAVAR & CO., Patent Trade Mark Attorneys, 32, Radha Madhab Dutta Garden Lane, Kolkata - 700 010 Tel: 033 23633251, hereinafter called "Attorneys"(which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) on the OTHER PART.

(Attorneys and Vardhaman College of Engineering are also hereinafter collectively referred to as "Parties" and individually as "Party")

WHEREAS "Vardhaman College of Engineering (VCE)" also deals with various Research activities for which inventions, innovations, Trademarks, Copyright, designs etc are made regularly. To protect the Intellectual property rights created under such Research and Development, "Vardhaman College of Engineering (VCE)" is now interested in engaging the attorneys for utilizing their services on all Intellectual property related activities like drafting, filing and registration of patent applications and other related Intellectual property activities.

NOW THEREFORE, PARTIES TO THIS AGREEMENT hereby agrees and declares as follows:

1. That "Vardhaman College of Engineering (VCE)" hereby appoints and retains the Attorneys for the purpose of drafting, filing and registration of patent and other activities necessary to for such purpose. Indicative list of obligations of the Attorneys are provided in Annexure- I. The Attorneys shall perform such activities necessary for drafting, filing and registration of patent including but not limited to:



(i) That the Attorneys will hold discussions with the representative(s) of "Vardhaman College of Engineering (VCE)" on all matters related to Intellectual Property Rights as and when required regarding drafting specifications and preparing the applications for patents, designs, trademarks and copyrights developed by "Vardhaman College of Engineering (VCE)", and file and process the same at the Indian Patent Offices at Calcutta or Delhi or Mumbai or Chennai as the case may be.

(ii) That the attorneys will prosecute all such applications till the applications result in the grant or refusal by any of the designated offices for Trade Mark, Design, Copyright and Patent or abandoned. They will also maintain the granted right as instructed by "Vardhaman College of Engineering (VCE)" so long as they are retained by "Vardhaman College of Engineering (VCE)". This will apply to both in respect of Indian and Foreign applications.

2. That Vardhaman College of Engineering (VCE) shall bear the expenses incurred by the Attorneys towards the cost of copy/copies of any citations referred to by the Patent Office during the processing of the applications.
3. That the Attorneys shall during the term of Retainership also handle all 'opposition' and 'infringement' matters on behalf of Vardhaman College of Engineering (VCE) and at the cost of Vardhaman College of Engineering (VCE) and render necessary advice.
4. That Vardhaman College of Engineering (VCE) shall be free to request the Attorneys, as and when necessary, to conduct name and subject matter, state-of-the art search amongst patents granted in India and offer necessary advice based on the search, and take up follow-up action as desired by Vardhaman College of Engineering (VCE).

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5. That the patent specifications required by Vardhaman College of Engineering (VCE) based on the search referred to in para 4 will be at the Vardhaman College of Engineering's expense.
6. That the Attorneys shall also handle filing all applications for patents for Vardhaman College of Engineering in any country outside India and all expenses incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE). The bill consists of the foreign Attorney's fees for filing and prosecution, foreign Government fees, cost of citations, translation charges and Reserve Bank of India permission charges and 10% handling charges over and above the Associates Bill detailing the actual expenditure incurred. The foreign associates' bills in respect of foreign applications will be paid for in the first instance by the Attorneys and then only the claims will be forwarded to the Company so as to avoid the adjustments arising out of fluctuating foreign exchange rates.
7. That the Attorneys shall also obtain copy/copies of the foreign Patent Specification as and when requested by Vardhaman College of Engineering (VCE) and the expenses at actual incurred by the Attorneys shall be borne by Vardhaman College of Engineering (VCE).
8. That for any work/discussions to be done out of head office, the stay of the Attorneys shall not generally be more than 2 (two) days from the time of departure to the time of return to their office and the travel, boarding and lodging expenses, incurred by them shall be borne by Vardhaman College of Engineering (VCE). The hotel stay and other incidental expenses will be as per Vardhaman College of Engineering Rules. In addition, the Attorneys shall charge a special charge Rs 5000/- per additional day of out-station stay.
9. That for work/discussion to be done at Calcutta Office of the Attorney, which includes technical discussions and/or discussions on the -

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filing/prosecution of an application, a consultation fee of Rs. 1000/- per day shall be charged.

10. All/any bills referred to in this agreement shall be paid by Vardhaman College of Engineering only after submission of the invoice with details of expenditure incurred and the purpose to Vardhaman College of Engineering.
11. That Vardhaman College of Engineering shall be free to consult the Attorneys regarding all matters connected with patents, design, Trade Marks and Copyright within the terms of this Agreement and the Attorneys shall also handle applications for registration of Designs for the Company as per conditions mentioned above regarding patents.
12. That this agreement shall be in force with retrospective effect for 3 years from Aug 2015 to July 2018.
13. That at the option of either party, the Retainer-ship Agreement may be renewed at the end of the stipulated duration of the Agreement as may be mutually agreed upon.
14. During the term of the Agreement the attorneys agree that they shall not act against the interest of Vardhaman College of Engineering (VCE), but shall give all the assistance favorable to the interest of Vardhaman College of Engineering and all transactions in this connection shall be held in utmost confidence. All confidential information passed on to the Attorneys by the Company either written or oral or otherwise such as by drawing etc. at anytime during the term of agreement, shall be kept always confidential by the Attorney even after the termination of the Agreement.
15. In the event of non-extension of the Agreement the attorneys shall immediately deliver all the documents and papers in their possession relating to the applications and/or oppositions in which Vardhaman College of Engineering is concerned. In the case of Patent, Trade

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Marks, Design and Copyright applications, the attorneys' shall give all reasonable assistance in concluding the proceedings till the application is accepted or refused under patent law or until such time and under such terms as may be agreed between the parties.

16. Any dispute arising out of this Agreement shall be settled mutually.

17. The remuneration payable by Vardhaman College of Engineering to the Attorneys in respect of the various services to be rendered by them during the period of Retainership is specified in Schedule "A" indicating further therein the Government fees and other statutory fees presently applicable. The Government fees and other statutory fees are susceptible to periodic revision.

IN WITNESS WHEREOF, the parties hereto hereunto set their respective hands the day and year first above written.

FOR AND ON BEHALF OF

Vardhaman College of Engineering
PRINCIPAL

SIGNATURE:

[Handwritten Signature]

DATE:

30 July, 2015

WITNESSES:

Name:

Dr. H. S. Dain

Address:

Kacharam

FOR AND ON BEHALF OF

M/s. L S DAVAR & CO.,

SIGNATURE:

L. S. DAVAR & CO.
[Handwritten Signature]
Partner

DATE:

4th August 2015

WITNESSES:

Name:

Dr (ms) SBANERJEE

Address:

32 Radha Madhab Dutta Garden Lane
Kolkata - 700 010



ANNEXURE-I**INDICATIVE LIST OF SERVICES TO BE RENDERED BY THE ATTORNEYS**

1. Discussion, consolidating and drafting of patent specification for provisional and final application;
2. Mailing of one copy of Specification, drawings at the provisional and final stages indicating all other particulars of filing; reporting and answering the objections from Patent Offices;
3. Filing the amendments at the Patent Offices; conducting name and subject, state-of-the-art searches amongst patents and advise action; advise and take up action etc.
4. On infringement matters; information on validity of patents, designs and trademarks, registration of designs, opposition of patents and designs,
5. Registration: of assignment; renewal of patents; designs and trademarks, maintenance of patents and designs; filing of working statements at Patent Office;
6. Filing of restoration requisitions under Section 28 and handling the same; preparation of up-dated,
7. Consolidated bi-annual progress/status report on all the cases of Vardhaman College of Engineering on or before 1st October and 1st April of each year
8. Meeting legal and other obligations as per the Act/Rules on all intellectual property rights.
9. Advising on contractual clauses that Tata Steel may enter into with other collaborators in regard to Intellectual Property Rights and referred to the Attorneys, so that Tata Steel's total interest stands full protected.

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FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("**TCS Application System**") which will be accessed/used by its customers ("**Services**");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("**Facilities**");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"**Authorized Personnel**" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"**Confidential Information**" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"**Customer**" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"**Facilities**" shall mean the facilities as set out in Clause 1 on Schedule 2

"**LISP**" shall mean Local Infrastructure Service Provider

"**Location**" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"**LISP Hardware**" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"**Term**" shall mean the term as set out in the Schedule 1.

"**Usage Period**" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the

essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP:- LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees:- TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws, (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation, and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the

charges, taxes etc with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination :- (10.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(10.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(10.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous:- (11.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(11.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(11.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(11.4) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(11.5) Notice:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

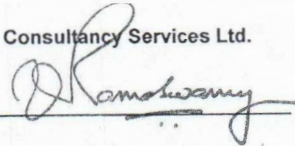
VARDAMAN COLLEGE OF ENGINEERING

By: 

Name: Dr.S. Sai Satyanarayana Reddy

Title: Principal

TATA Consultancy Services Ltd.

By: 

Name: Mr. Venguswamy Ramaswamy

Title: Global Head – TCS iON

SCHEDULE 1
TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Details of contact person</u>	<u>Location Name</u>
VARDAMAN COLLEGE OF ENGINEERING	Vardhaman Educational Society	Kacharam, Shamshabad, Hyderabad, Telangana, India, 501218	Dr.S. Sai Satyanarayana Reddy Principal principal@vardhaman.org 9502653333	Hyderabad

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	10-Aug-2015

[Handwritten Signature]

SCHEDULE 2

1. **Facilities:** Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation /supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service -with TCS and/or its Authorized Personnel as and when required
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. **LISP Hardware:**

Based on requirements of TCS, as per Work Order (as per 5 (a) below), including but not limited to the following as applicable:

- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. **Fees:**

a. TCS shall pay Fees only for LISP Hardware for nodes as specified in the Work Order

b. The rate per node shall be determined basis "Category" as specified in Work Order. Various Categories are listed below:

Category	Number of Shifts	Personnel and Miscellaneous Cost	Rate per Node- LISP Hardware
C1	One Shift	Excluded	40
CB2	Two Shift	Included	120
CB3	Three Shift	Included	150
CB4	Four Shift	Included	165

c. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price
1	Test Centre Administrator	Rs.750 per shift
2	IT Managers	Rs.600 per shift
3	Invigilators	Rs.500 per shift
4	Support	Rs.300 per shift

d. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below: :

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

e. Diesel Generator Cost: Basis of actual utilization LISP will charge TCS for reimbursement of diesel expenses for the proportionate DG usage (i.e. period utilized, load shared, etc.) at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 600 per hour

4. Miscellaneous:

- a. TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise invoice after the Usage Period. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.

**SCHEDULE – 3
SERVICE LEVEL CREDITS**

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.

SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP

Authorized Signatory

Date

Memorandum of Understanding (MOU) between
Udvavisk Technologies Pvt. Ltd., Chennai.
&
Vardhaman College of Engineering , Hyderabad.

Date: August 4th , 2015

The agreement has been entered between Udvavisk Technologies Pvt. Ltd. (here referred as “ Company”) and Vardhaman College of Engineering , Hyderabad (here referred as “ Institute”).

As per the discussion between the two parties, the following terms are agreed upon.

- The Company will organize a 4 days workshop on Finite Element Analysis (FEA) and Computational Fluid Dynamics (CFD) for the students.
- The programs shall be conducted from 11th August – 14th August, 2015.
- The institute shall provide computational lab and lecture hall with LCD projector, for conducting the sessions.
- The students will be provided supporting manual along with software installation related information.
- The company is permitted to install open- source software required for the workshop, in the lab machines.
- The institute will assign one system engineer / computer lab technician, capable of handling installation and system maintenance related issues during the workshop.
- The institute will assign one faculty member and 2 students for coordinating the event.
- The fees for the participant will be as per the proposal submitted to the department, and 10 percent of the revenue will be shared with the institution towards the facilities provided.

For **UDVAVISK TECHNOLOGIES PVT. LTD.**

(On behalf of Udvavisk Technologies Pvt. Ltd.)
Director

(On behalf of the institute)

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

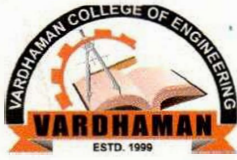
Udvavisk Technologies Pvt. Ltd.

1st Floor (B), Tower II, Ramana Complex
322, Velachery Main Road
Velachery, Chennai – 600 042.

◀ 98406 29622 ▶ 044 6565 6001
◀ 99621 09300 ▶ info@udvavisk.com

www.udvavisk.com

Training | Consulting | R&D



Memorandum of Understanding

Between

Vardhaman College of Engineering

&

DevmenIT (A Microsoft Partner)

This Agreement made and entered into on this 03rd day of October, 2014 between Vardhaman College of Engineering(VCE) situated at Shamshabad, Hyderabad 500 020, an Autonomous Institute of research & engineering importance Affiliated to JNTU Hyderabad and (A Microsoft Partner) DevmenIT (hereinafter called " DEVMENIT " which expression shall include its successors and permitted assignees) with its registered office at Erragadda, Hyderabad 500018.

1. OBJECTIVES OF THE MOU

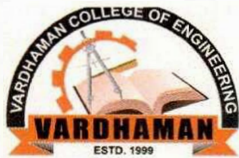
The objective of this Memorandum of Understanding is:

- a. to promote interaction between VCE and DEVMENIT in mutually beneficial areas.
- b. to provide a strong platform in research & development for the students.
- c. to provide an incubation for mutual benefit of VCE & DevmenIT

2. PROPOSED MODES OF COLLABORATION

VCE and DEVMENIT propose to collaborate through:

- a. offering student internships / fellowships in two year M.Tech. and four year B.Tech programs of VCE into in-house internships, Virtual Internships & internships at DevmenIT for qualified students of VCE.
- b. sponsoring R&D projects, which may be carried out wholly at VCE or at premises of DEVMENIT or partly at VCE and partly at DEVMENIT.
- c. training students through Continuing Education Programmes conducted by DEVMENIT in areas of interest to VCE & latest in the IT industry.
- d. training students for future ready technologies & providing associated certifications especially from the Microsoft.
- e. any other appropriate mode of interaction agreed upon between VCE and DEVMENIT.



execution of the MOU, from VCE the MOU is executed by the Principal of the college with the governing body from the college. The governing Body is headed by the chair person Dr. H. Venkateswara Reddy (HOD Computer Science Engineering) and the members of the governing body are Mr. K.Srinivas (Asst Professor), Mr. P.Buddha Reddy (Asst. Professor), Mr. Ch Sraavan Kumar (Asst. Professor), Mr. GS. Prasada Reddy (Asst. Professor) Ms. T.Jagadeeswari (Asst. Professor), Ms. A.Annapurna (Asst Professor). From DevmenIT the MOU is executed through K. Naga Kumar (CEO DevmenIT) with the DevmenIT team.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of:

Vardhaman College of Engineering

By : 

Name : S. Sai Satyamalyana Reddy

Title : Principal


Date : 3-10-2014

Witness:

1. 
2. 

On behalf of:

DevmenIT Hyderabad

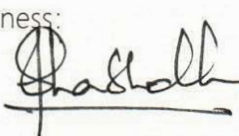

By : 

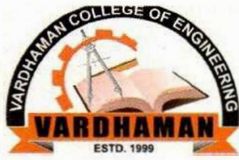
Name : K. Nagakumar.

Title : CEO + Co-Founder.

Date : 3/10/2014

Witness:

1. 
2. 



Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

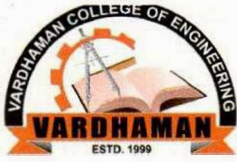
The form of any of the said Research and Development Program (hereinafter referred to as "DevsparkZ Pogram") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. Regular Model - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchange of results.
- b. Incubation Model - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.

4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the Research/Training collaboration.
- b. the form of the Research/Training collaboration.
- c. the estimated cost of the Research/Training collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) Which result from the research collaboration or which belong to DevmenIT Incubation Center for Vardhaman and used in Research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.



5. CONFIDENTIALITY

- a. During and for a period of two years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within fifteen days of disclosure and identified as confidential by the disclosing party.
 - b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party.

6. NON-EXCLUSIVITY

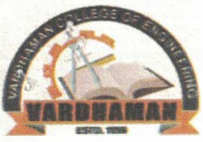
The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire two years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Both the parties will establish committees for the



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

(Approved by AICTE, New Delhi, Affiliated to JNTUH and Accredited by NBA)

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN NI SYSTEMS (INDIA) PVT LTD, BANGALORE & VARDHAMAN COLLEGE OF ENGINEERING, SHAMSHABAD, HYDERABAD

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between Vardhaman College of Engineering, having the campus at Shamshabad, Hyderabad, Telangana 501 218 represented by its **Principal, Dr. S. Sai Satyanarayana Reddy**, "Vardhaman College of Engineering" and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Manager, effective as of 22nd August, 2014 (the "Effective Date").

1. Institution; Courses. Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

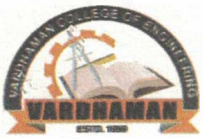
3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at http://www.ni.com/pdf/legal/us/software_license_agreement.pdf) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License MoU. Except as may be expressly modified by this MoU, the terms and conditions of the

Shamshabad - 501 218, Hyderabad.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029. Ph : 040-64582470



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

(Approved by AICTE, New Delhi, Affiliated to JNTUH and Accredited by NBA)

applicable National Instruments Software License MoUs govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

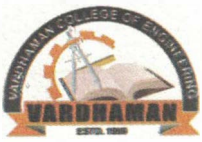
4. Required Textbooks and Equipment Not Included. Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course, as well as any hardware and software as required for the Course, and other appropriate National Instruments equipment approved by NI. Such textbooks, hardware, software and National Instruments equipment approved by NI must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

5.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.

5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.

5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this MoU or thereafter:



VARDHAMAN COLLEGE OF ENGINEERING

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(Approved by AICTE, New Delhi, Affiliated to JNTUH and Accredited by NBA)

- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
- (d) misuse any Mark;
- (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
- (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this MoU) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.

5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. No Other Licenses. Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to Institution in this MoU are reserved to NI.

7. Warranty Disclaimer. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

8. Term and Termination.

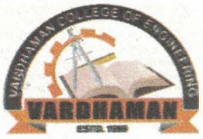
8.1. Term. This MoU shall commence on the Effective Date and continue for twenty-four (24) months unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three months prior to the effect of such termination.

Shamshabad - 501 218, Hyderabad.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029. Ph : 040-64582470



8.2 **Termination.** Notwithstanding Section 8.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

8.3 **Effect.** The following sections and subsections shall survive any termination or expiration of this MoU: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

9. **INDEMNITY; LIMITED LIABILITY.**

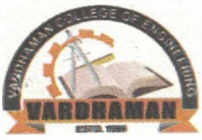
9.1 **Indemnity By Institution.** Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.

9.2 **Indemnity By NI.** NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3 **Liability.** **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. **Independent Contractors; Freedom of Action.** Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. **Assignment.** Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part)



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without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

12. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

13. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

14. Compliance with Laws. Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this MoU.

15. Registration. If this MoU is required to be registered with authorities in India, Institution shall complete any such required procedures promptly.

16. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI Systems (India) Pvt. Ltd.

Signature:

Name and Title:

Date:

Vardhaman College of Engineering, Hyderabad

Signature:

DR. S. Sai Sathyanarayana Reddy

Name and Title:

PRINCIPAL

Date:

22/1/2014



EXHIBIT A

INSTRUCTIONAL MATERIALS:

As determined and provided by NI.

- supplemental LabVIEW questions—Copying Permitted for Course Use
- Instructor version of the Student Workbook (PDF)—Instructor Use Only
- Student workbook version (PDF)—Copying Permitted for Course Use]]

OBJECTIVES:

Institution agrees to set up the ACADEMY, which is expected to meet the following goals:

- 1) To pursue training activities related to user education and training in areas mutually agreed to by INSTITUTION and NI. Initially the ACADEMY will begin activities in the area of user training in LabVIEW.
- 2) To strengthen the collaboration between INSTITUTION and NI, which may encourage undertaking of teaching projects and INSTITUTION to pursue its objectives of advancement and creation of knowledge through use of the facilities developed under the ACADEMY.
- 3) To organize courses/workshops/seminars every year on various aspects of Algorithm Engineering and Graphical System Design.

COMMITMENTS OF NI:

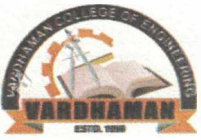
- 1) NI may provide free of cost technical consultancy (no more than a reasonable period of time solely determined by NI) for establishment of ACADEMY at INSTITUTION.
- 2) NI agrees to provide free training (no more than 5 days) to 5 faculty of the ACADEMY on LabVIEW Fundamentals and further to waive off the first CLAD exam attempt fees of such 5 faculty.
- 3) NI agrees to provide start-up assistance (no more than a reasonable period of time solely determined by NI) at INSTITUTION during installation of NI products at the ACADEMY either directly or through its channel partners.
- 4) Once the ACADEMY qualifies for the criteria required for a LabVIEW Academy, NI agrees to provide 50% discount in CLAD (Certified LabVIEW Associate Developer) exam fee for the students & faculties of ACADEMY who got trained under ACADEMY.
- 5) NI agrees to provide free technical support over phone and e-mail on NI products and their usage for various measurements and control.
- 6) NI may support INSTITUTION in conducting training programs for industry representatives approved by NI.

COMMITMENTS OF INSTITUTION:

- 1) INSTITUTION agrees to use this ACADEMY as common facility for the entire campus and there will be Courses conducted for various engineering disciplines.
- 2) INSTITUTION agrees to appoint dedicated CLAD Certified instructor to conduct the Course in the ACADEMY
- 3) INSTITUTION agrees to provide computers and all other necessary infrastructure for the ACADEMY and all will be networked with structured cabling and Ethernet Switch.
- 4) INSTITUTION agrees to offer devoted human resources to impart compulsory or elective level through at least one 3-credit course on Virtual Instrumentation for all disciplines.
- 5) INSTITUTION also agrees to ensure the development of teaching demonstrations, application notes and project work through students and faculty of INSTITUTION using the facilities provided by ACADEMY.

JOINT EFFORTS:

- 1) An official of INSTITUTION to be nominated and appointed by mutual consent of INSTITUTION and NI will coordinate the activities of the ACADEMY.
- 2) Both INSTITUTION and NI shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.



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EXHIBIT B

1. LabVIEW Academy Logo:

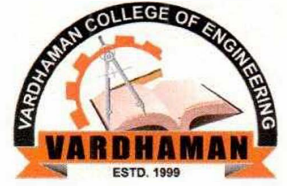
The “LabVIEW Academy” logo is set out below for identification (the “SAMPLE” watermark is not part of the logo—the artwork for the logo will be made available after execution of this MoU by Institution and NI):



2. Requirements:

In addition to the other requirements of this MoU with respect to the use of the “LabVIEW Academy” Logo, the “LabVIEW Academy” name, and the Marks, Institution agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the “LabVIEW Academy” Logo or the “LabVIEW Academy” name are used:

“LabVIEW”, “National Instruments”, and the “LabVIEW” logo design are trademarks of National Instruments Corporation, and are used, as part of the “LabVIEW Academy” logo and the “LabVIEW Academy” name, with the permission of National Instruments Corporation. [name of Institution], not National Instruments Corporation, is solely responsible for the courses offered by [name of Institution], including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither [name of Institution], nor any courses or other goods or services offered by [name of Institution], are affiliated with, endorsed by, or sponsored by National Instruments Corporation.



AGREEMENT

BETWEEN

Tech Mahindra Limited.

AND

Vardhaman College of Engineering, Hyderabad

This Agreement (hereinafter called AGREEMENT) made and entered into on this 15th day of April, 2015 between Tech Mahindra Ltd. (hereinafter called Tech Mahindra) with its registered address at Gateway Building, Apollo Bunder, Mumbai-400001, India, and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD with its registered office at SHAMSHABAD 501218, Telangana, India.

1. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are:

- a. To promote interaction between Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD in mutually beneficial areas of upcoming technologies identified and consented by both parties.
- b. To provide a formal basis for joint collaborative work environment between Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.
- c. To become most preferred and trusted partner in the area of knowledge enrichment for mutual benefit
- d. To facilitate work from VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD students/facilities and vice versa, on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.
- e. To conceptualize research projects to be executed in collaboration on need basis.
- f. To collaborate, share information and technology to develop the required skills and to this intent, parties intend to create a center of excellence to support this collaborative effort.

2. AREAS OF COLLABORATION

The principal technical and research areas of collaboration between Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD are around contemporary technology areas.

19. SIGNED IN DUPLICATE

This AGREEMENT is executed in duplicate with each copy being an official version of the AGREEMENT and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

**VARDHAMAN COLLEGE OF ENGINEERING,
HYDERABAD**

TECH MAHINDRA

By :



By :



Name : Dr.T.Vijender Reddy

Name : A.S.Murthy

Title : Chairman

Title : Chief Technology Officer

Vardhaman College of Engineering



Name : K.Narayana Murthy

Title : Vice President
Consulting & Enterprise Solution



Name: VSN Murthy

Title : Delivery Head
IBG Australia & New Zealand

Date : 15-04-2015

Date : 15-04-2015

Witness:

Witness:

1. 
2. 

- 1.
- 2.

3. PROPOSED MODES OF COLLABORATION

Governance and Program Management committees shall monitor, approve and appoint the owners for each of the activities from either side for execution and monitoring.

Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD propose the following primary activities to collaborate:

- 3.1. *Capability Development*
Cross skilling and up skilling under graduate students from VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.
- 3.2. *ELITE Program*
Tech Mahindra shall focus on ELITE training with VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.

To start with, all students short listed by Tech Mahindra for this program will be put through this training at VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD Campus at the cost of VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD. Infra, HW, SW, connectivity as required will be provided by VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.

The Course material will be shared by Tech Mahindra with VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD. Tech Mahindra will assist the faculties through a Train the Trainer plan so that they learn the Tech Mahindra way of imparting training and get conversant with course material. Faculties will be connected to the SMEs for any doubt clearing.

VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD may recruit additional faculties for ELITE Program which will be approved by Tech Mahindra SMEs.

Ongoing and final assessment of ELITE candidates will be done by Tech Mahindra and on successful completion of ELITE training at Campus and completion of engineering, candidates will be eligible to join Projects directly without undergoing another ELITE program at Tech Mahindra.

Tech Mahindra SMEs will contribute both directly and indirectly for the success of this program. For assessment ELITE rules (as specified by Tech Mahindra) will be strictly followed. All candidates who fail the final ELITE Program assessment will further undergo regular ELITE training at Tech Mahindra Campus after joining Tech Mahindra.

It is agreed by Tech Mahindra to provide training to faculties (where ever it is applicable) of VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD in their regular ELITE training program, which will assist the faculties to conduct Campus ELITE Training the Tech Mahindra way.

- 3.3. *Sponsored Projects*
Identify and execute the time-bound and tangible projects at either of the organizations especially by involving under graduate students from VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD
- 3.4. *Recruitment*
VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD shall provide Day 2 slot to Tech Mahindra during the currency of this association and will ensure a minimum 85% of the selected candidates will join Tech Mahindra.
Active under graduate students from selective branches of VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD would be enabled to come on board subject to clearing through the natural quality gates of Tech Mahindra recruitment process.
Tech Mahindra will explore a direct welcome of selected candidates by a senior Tech Mahindra executive through video conference for which VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD will provide necessary infra at the Campus.
- 3.5. *Workshops, Conclave, Seminars and Events*
Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD associates will jointly arrange or participate in Workshops, Conclaves, Seminars, Competitions and other events at state, national and international level around the area of collaboration.
Tech Mahindra will facilitate industry visits of up to 60 students every term to their campuses at Hyderabad.
- 3.6. *Curriculum Design*
Tech Mahindra nominated Executives may be included in both Academic Council and Board of Studies to contribute in Industry centric course, subjects to be incorporated in the Curriculum. They will be invited to attend Academic Council and Board of studies whenever they are convened.
- 3.7. *Laboratory Development*
Creating, developing the necessary laboratories and other infrastructure at both Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.
- 3.8. *Tech Mahindra specific programs :*

VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD and Tech Mahindra will explore offering Tech Mahindra specific program in future.

4. PROPOSED TIMEFRAME

While both Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD look forward for a long term relationship turning into win-win approach for both parties, we enter into this AGREEMENT for an initial term of one (1) year and thereafter review and renew the AGREEMENT every year on mutually agreed terms. Strategic and Governance board shall identify the necessary terms of reference for such periodic review.

5. IPR

Each party reserves and retains all right, title and interest in and to its proprietary software, products, and processes. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this AGREEMENT will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this AGREEMENT.

It is also mutually agreed between the parties that this AGREEMENT excludes development/creation or invention of IPR by students, faculty, and employees of either party, who has received a grant from any university, government or any other funding organization. In other words, IPRs developed by virtue of joint work done by Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD stakeholders under this AGREEMENT will be "Joint Intellectual Property" of Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD only.

Separate supporting information mentioning further insight into definitions and scope pertaining to IPR is provided in Annexure I.

6. CONFIDENTIALITY

- a. During the period of this AGREEMENT and for a period of two years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both parties. Researchers and developers must comply to information security policies.

7. NON-EXCLUSIVITY

The relationship of the parties under this AGREEMENT shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other AGREEMENTs or collaborations of any kind.

8. TERMS AND TERMINATION

This AGREEMENT may be amended or terminated earlier by mutual written AGREEMENT of the parties at any time. Either party shall have the right to unilaterally terminate this AGREEMENT upon 30 days prior written notice to the other party. However, no such early termination of this AGREEMENT, whether mutual or unilateral, shall affect the obligations of the participants under any Research AGREEMENT. Neither party is entitled to any compensation in the event of termination of this AGREEMENT

9. GOVERNANCE AND PROGRAM MANAGING COMMITTEE(GPMC)

Following organization structure is proposed for both parties.

Nature of Activity	Representatives from VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD	Representatives from Tech Mahindra
Strategic and Governance board	Dr.T.Vijender Reddy, Chairmen, Vardhaman College of Engg. Dr.S.Sai Satyanarayana Reddy,Principal, Vardhaman College of Engg.	A.S.Murthy Chief Technology Officer, K.Narayana Murthy Vice President Consulting & Enterprise Solution
Program Management	Dr.Gopichand, Professor in Dept., IT	VSN Murthy Delivery Head IBG Australia & New Zealand

Role	Responsibilities
<i>Strategic board</i>	<ol style="list-style-type: none"> 1. Define overall strategy and roadmap 2. Make strategic and tactical decisions and offer direction 3. Strategic decision for investment, patents/IPR etc. 4. Strategic decision for amendment of AGREEMENT if any 5. Escalation point for program level issues

Role	Responsibilities
<i>Governance board</i>	<ol style="list-style-type: none"> 1. Tech Mahindra VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD Engagement monitoring 2. Quarterly review /audit of program – Evaluate program, services and products if any 3. Appointment of new board members and sub-committee members for unplanned vacancy 4. Ensuring availability to convene at short notice to address critical path issues 5. Escalation point for program level issues

Role	Responsibilities
<i>Program Manager</i>	<ol style="list-style-type: none"> 1. Implement strategy and governance board decisions 2. Operating program and reporting program performance and shortcomings 3. Create QoQ dash board on progress of individual project undertaken in the niche areas specified and agreed upon by both parties 4. Individual level project life cycle management including resource and infrastructure planning 5. Create, Track , Monitor and evaluate individual spawned projects under this AGREEMENT 6. Escalation point for individual projects

Based on research area of work, individual project teams will be formed with members from both parties.

10. ASSIGNMENT

It is understood by the Parties herein this AGREEMENT is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this AGREEMENT, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE AGREEMENT

Each Party shall bear the respective costs of carrying out the obligations under this AGREEMENT.

12. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.
13. During the term of this AGREEMENT, and for a period of one (1) year immediately following the termination of this AGREEMENT, neither Tech Mahindra nor VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this AGREEMENT, without prior written approval of the other party.
14. This AGREEMENT is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.
15. Nothing in this AGREEMENT shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Tech Mahindra and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.
16. Notwithstanding anything to the contrary in this AGREEMENT, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this AGREEMENT, either prior or subsequent to this AGREEMENT, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.
17. Notwithstanding anything to the contrary in this AGREEMENT, any exhibit or attachment or any other document signed between the parties regarding the subject matter of this AGREEMENT prior to this AGREEMENT, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.
18. This AGREEMENT shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this AGREEMENT shall be referred to the Courts at Hyderabad which shall have exclusive jurisdiction over any dispute.

Annexure I: IPR

Definitions

"Intellectual Property" (IPR) means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, mask works, trademarks, service marks and trade secrets, that is first conceived or reduced to practice in the performance of the project and disclosed in writing to a Party.

"Sole Intellectual Property" means Intellectual Property invented, developed, created or discovered solely by employee/student/faculty of a single Party.

"Joint Intellectual Property" means Intellectual Property invented, developed, created or discovered jointly by employees/students/faculties of the Parties or by employees/students/faculties who are obligated to assign to the Parties in performance of the project; provided that in the case of a patentable invention each such employee qualifies as an inventor pursuant to applicable patent law.

IPR covers Copyright, Patent, Trademark, Industrial Design, Database rights, Trade Secrets: This needs to be contractually covered separately.

MASTER EDUCATION SERVICE AGREEMENT

This Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

(INSTITUTE and ARK are collectively referred to as 'Parties' and individually as 'Party')

WHERE AS:-

Institute has requested ARK to deliver skill development courses aimed to develop & improve the Creative & Life Skills of all interested students at the Institute's Premises. The courses are focused on the CAD/CAM/CAE/Animation/Gaming/Robotics area looking at today's scenario where students are growing in a Digital World around them.

NOW, THIS MOU WITNESSETH AS UNDER: -

COVENANTS FOR INSTITUTE

1. INSTITUTE shall provide all the necessary infrastructural amenities & logistics like Computers (as per the required configuration), Electricity,

ARK	Vardhaman College of Engineering , Hyderabad
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Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL
Vardhaman College of Engineering
Shamshabad, Hyderabad.

Projector, Lab Space, etc. as suggested / directed by ARK without alleging or claiming anything from ARK except as set forth in the agreement herein.

2. All the running expenses for imparting the session in any manner whatsoever shall be borne by the INSTITUTE only.
3. INSTITUTE shall support & assist ARK in all manners to run / deliver the sessions / programs effectively & efficiently.
4. INSTITUTE hereby ensures that minimum no of students as specified in the respective sub contract agreement shall enroll for the said program courses.

COVENANTS FOR ARK

1. ARK will impart the necessary skills/ education development courses to the students of the INSTITUTE as mentioned in the Sub Contract Agreement.
2. ARK will provide the qualified instructor; curriculum as mutually agreed to guide and imparts the respective courses education to the enrolled students.

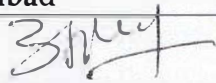
CONSIDERATION

Parties hereby agree that Institute shall collect fees from each Student and shall make the payment to ARK on mutually agreed terms on time to time basis as per the respective Courses in the manner as mentioned in the Subcontract agreement executed between the parties. Professional fee for imparting the respective course shall be determined on execution of the subcontract agreement.

MISCELLANEOUS

1. INSTITUTE & ARK hereby agree that ARK will commence the respective sessions at the INSTITUTE's premises only on mutually agreed schedule by delivering sessions. Further, if required any additional sessions will be provided on the terms & conditions as may be mutually agreed by the parties.

ARK	Vardhaman College of Engineering , Hyderabad
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2
Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.
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Vardhaman College of Engineering
Shamshabad Hyderabad

2. Parties hereby agrees that all the subcontract executed between the parties for the carried courses, shall be regulated in the terms as mentioned in the Master Service Agreement herein.
3. Parties hereby agree that the effective date of this agreement shall be date on which the agreement is signed and the agreement will be valid till 3 years from date of agreement or any other due date as mentioned in the Subcontract agreement for the respective program and the same may be renewed for further period on mutual agreed terms.
4. Parties hereby agree that ARK is permitted to display their status of being a service provider at INSTITUTE's reception/admission desks, notice boards and other places as agreed by the INSTITUTE.
5. Parties hereby further agree that during the term of this agreement or any other sub contract agreement and thereafter; Institute shall not in any manner whatsoever, make arrangement, associate, appoint the instructors provided by ARK as its regular faculty, consultant etc.
6. Either party may terminate this arrangement by giving a prior 90 days' notice in writing to the other party.
7. Parties hereby further agree that all intellectual property shall only belong to ARK only either created by students during the sessions or otherwise.
8. Institute hereby authorizes ARK to use the Institute's logo, name, URL, curriculum pictures etc. on the social networking websites, or to take any measures to promote the educational programme.
9. ARK shall not be held liable to the Institute for any loss, delay or damage occasioned by act of god, or Govt. Policies, fires, floods, explosions, epidemics, strikes, Amendment in Institute schedule, timings etc. which prevents performance of ARK under this MOU and the same shall not restricts the rights of ARK to collect the professional fee from the Institute.

ARK

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Hyderabad

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Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL
Vardhaman College of Engineering
Shamehabad Hyderabad.


10. Each & Every subcontract agreement executed between the parties shall be deemed to be part & parcel of this agreement and shall be regulated in accordance to the terms as mentioned hereunder.
11. This agreement shall not be amended, assigned or transferred by either party without the written consent of the other party
12. This agreement shall be governed exclusively by the laws of India jurisdiction shall be vested exclusively in the courts at New Delhi

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For ARK Infosolutions (P) Limited

For Vardhman College of Engineering

Authorized Signatory


Dr. S. Sai Satyanarayana Reddy
Authorized Signatory **B.E., M.E., Ph. D.**
PRINCIPAL
Vardhaman College of Engineering
Shamshabad. Hyderabad.

Witness:-

Witness:-

Name

Name

Address

Address

ARK

**Vardhaman College of Engineering ,
Hyderabad**

SUB CONTRACT AGREEMENT - 1

This Sub Contract Agreement is executed at New Delhi on March 26, 2015

BETWEEN

Vardhaman College of Engineering having its head office and the institute at Kacharam, Shamshabad, Hyderabad - 501 218 (Hereinafter referred as 'Institute', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns)

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns)

WHEREAS;

The above agreement is executed in continuation to the Master Service Agreement executed between the said parties on 26th March 2015. This subcontract agreement defines the Program Education course to be rendered, the terms and conditions and the consideration in lieu of the said educational course.

TERMS ARE MENTIONED HEREUNDER:-

NAME OF PROGRAM/COURSE - Basic Course on ANSYS Mechanical

VENUE - College campus

Min No. of students - 18 in Numbers

ARK	Vardhaman College of Engineering , Hyderabad
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5


Dr. S. Sai Satyanarayana Reddy
B.E., M.E., Ph. D.

PRINCIPAL

Vardhaman College of Engineering
Shamshabad Hyderabad

SOFTWARE LICENSING

-Academic License for latest version of ANSYS for duration of training will be provided by ARK

DURATION OF PROGRAMME

- 10 days

CONSIDERATION

1. INSTITUTE will issue Purchase Order to ARK for ANSYS training with course fees at Rs.6,000 /- (In words Rupees Six Thousand only) per student.
2. INSTITUTE will pay professional fees to ARK Rs. 5,000 plus service tax per student. Service tax will be charged as per prevailing tax rates at time of actual billing.
3. ARK will share remaining amount towards cost of Infrastructure after deducting professional fees with service tax.
4. INSTITUTE will collect the fees from students and make payment to ARK as per payment schedule mentioned below
 - a. 50% advance before commencement of the course.
 - b. Balance 50% on completion of training.

For ARK Infosolutions (P) Limited

Jyoshna

Authorized Signatory

Name *Jyoshna Ravi*
Date *2/04/2015*

For Vardhman College of Engineering

S. Sai Satyanarayana Reddy

Authorized Signatory

Name *S. Sai Satyanarayana Reddy*
PRINCIPAL
Date **VARDHAMAN COLLEGE OF ENGINEERING**
Shamshabad, Hyderabad.

ARK	Vardhaman College of Engineering, Hyderabad
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AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6th day of FEBRUARY 2015 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11th Floor, Unitech Arcadia, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

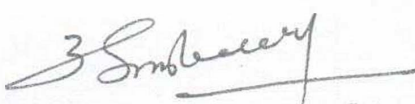
AND

Vardhaman College of Engineering having its principal place of business at Ranga Reddy (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

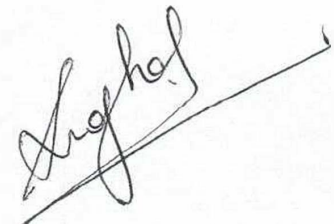
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.


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VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.





NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website www.cocubes.com, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.

1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
(Unlimited)	2015	(Engineering)
(Unlimited)	2016	(Engineering)
(Unlimited)	2017	(Engineering)
(Unlimited)	2018	(Engineering)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing

CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service- available here: http://static.cocubes.com/document/reg_tc.html

4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").

4.3 Invoicing

CoCubes shall raise one invoice on the date of signing of MoU (effective date), provided the institute shares the database immediately. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represent, warrants and covenants that:

- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any

circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.

- 5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.
- 5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which are a part of the Services provided by CoCubes to the Institute.
- 5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.
- 6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.
- 6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.
- 7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.
- 7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.
- 7.4 This restriction shall however not apply to the Confidential Information which:
- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
 - (ii) Was or is in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
 - (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
 - (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
 - (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the

governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed

8. INDEMNIFICATION

8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. NON-SOLICITATION

During the tenure of this Agreement and for twelve (12) months thereafter, the Institutewill not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor ofCoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. TERM AND TERMINATION

- 12.1 The agreement will be valid for the next 4 years from Effective Date(the "Term"). The service defined in Exhibit A, must be carried out for the next 12 months as is, against the commercials stated in Exhibit B. If mutually agreeable, the contract can be extended at mutually accepted terms by signing Exhibit C annually for the next 3 years. The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this

Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

13. FORCE MAJEURE

13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:

- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
- b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

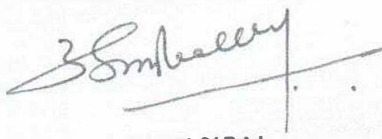
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon ^{Hyderabad} shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Gurgaon, Harayana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.




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14.3 No Assignment

This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

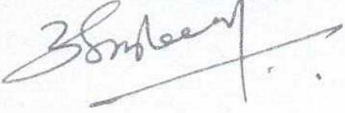

14.5 Waiver

All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorized Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorized Signatory</p>
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EXHIBIT A SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.
 - We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year. However, no unique logins are provided for first/second year. Assessments for first and second year will be conducted via a stand alone assessment engine.
 - Web enabled platform to manage internal placements and student data.
 - Online platform shall generate placement statistics for placements for your Institute.
 - SMS feature on the platform can be used as follows:
 - Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
 - Communication to Eligible/Applied/Offered/Declined/No-Response students
 - Communication module (Custom or standard Groups) is available.
 - Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per SMS.

Key Features & Benefits:

- Data Security- 7 Level Data Security
- Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data
- Bring transparency in the system wrt Education Marks, Degrees, etc.
- Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are*



tracked and communication happens on CoCubes.com

Figure 1: Administrator Level Login for University



Figure 3: Every Student gets a secure Individual Login. Student appears in Assessments, applies to jobs here.

Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online



Figure 4: Student builds his/her CV from their login. One standardized resume format for the entire college

*Web enabled platform is not applicable for training Institutes since the students are likely to belong to different colleges.

2. Career Development for Students

PRE-ASSESS®

This is a standard Assessment recognized by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. A sample list is available below. This offering helps increase corporate opportunities available for the students in final year. A snapshot of the report generated post the PRE-ASSESS® is also given below.

PAN India	Name of Company	CIC	Eligibility (Academic & Post-Exam Job Profile)	Branch	Year	Emphasis on Which Sections in Pre-Assess											
						Analysis	Numerical	English	CP	Reasoning	Verbal	Kodrut					
	Taty	447774	Graduate	IT	2019												
												
	OIA	447774	Graduate	IT	2019												
												
	ING	447774	Graduate	IT	2019												
												
	NIIT	447774	Graduate	IT	2019												
												

Figure 5: Sample list of companies recruiting based on scores achieved in the PRE-ASSESS®.

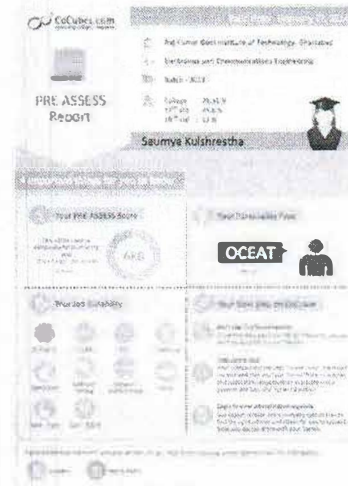


Figure 6: First page of the Individual Student Report generated on completion of the PRE-ASSESS®.

PRE-ASSESS® Process Conduction Guidelines

- PRE-ASSESS® is a 3 hour extensive exam with 7 different sections.

- In order to generate a report and be applicable for even one job- it is mandatory to give the Aptitude and Psychometric Test. If this is not done, no report will be generated and said student will not be able to apply for any company.
 - Syllabus of the PRE-ASSESS® is available here: <http://www.cocubes.com/college-offering.aspx#college-PRE-ASSESS®ment>
 - PRE-ASSESS® is conducted on a day/date convenient to the Institute- barring a Monday.
 - List of students with slots for each must be shared at a minimum of 7 days before the PRE-ASSESS® is scheduled. Failure to do so, may result in poor experience of the college and students. If this list is not shared 4 days before the scheduled PRE-ASSESS®, CoCubes.com can cancel the PRE-ASSESS® and the Institute (and every registered student in the institute) will loose one PRE-ASSESS®.
 - If, any student whose slot has been shared by the Institute at D-4, fails to appear in the given slot on said day, that student will loose one PRE-ASSESS® from the count of PRE-ASSESS® allocated to the Institute.
 - PRE-ASSESS® is invigilated by the CoCubes.com team.
 - The PRE-ASSESS® is conducted at the college premises only if the college registers more than 200 students.
 - We strongly recommend that the college conduct 2 slots while conducting the PRE-ASSESS® on any given day.
 - PRE-ASSESS® may be needed to split over 2 or more days to ensure every student registered student in the batch is able to take the same. We require that the 2 or more days be within a 7 day period.
 - Scores of PRE-ASSESS® are valid for a period of 12 months following the last date of PRE-ASSESS®.
 - Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in PRE-ASSESS®.
 - Applying on a job via the PRE-ASSESS® and then being shortlisted for interviews, requires the student to go for the interview. If the student fails to go for the interview without prior intimation of the same (atleast 3 days before the date of interview), will lead to the individual students login being disabled for period of one month.
 - Report of the PRE-ASSESS® will be generated within 7 Business Days of conduction of the PRE-ASSESS®.
 - *If the second PRE-ASSESS® is applicable:*
 - *There must be a minimum gap of six months between the first and second PRE-ASSESS®.*
 - *Sectional best of two PRE-ASSESS® scores will be the final score of the student.*
- Second PRE-ASSESS® will be conducted on a date/time as determined by CoCubes.com.*

3. **Employability Enhancement of Students**

Continuous Evaluation Program

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.

Sem	Industry Program	Academic Program
1st Year	Employability Aptitude Test, Written English Test	Coding Assessment
2-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
2-2	Employability Aptitude Test, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-2	Employability Aptitude Test(2 Test), Written English Test(2 Test)	Domain Test (Relevant Subjects)*, GATE 1, Coding Assessment
4-1	Numerical Ability, Analytical Reasoning, English Usage, PRE-ASSESS*	Domain Test (Integrated), Coding Assessment
4-2	PRE-ASSESS*	GATE 2, Coding Assessment

*This is related to GATE and Corporate requirement

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/ University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.

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**EXHIBIT B
FEES**

Offering	Degrees	Price/Student
As above	Engg	INR 2,50,000.00

*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

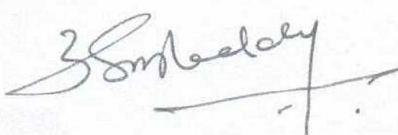
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

The service as defined in exhibit A will continue to be delivered for one year (across batches) from 'effective date' against the commercials defined in Exhibit B.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.



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EXHIBIT C
CONTRACT EXTENSION DOCUMENT

The service delivery as mentioned in Exhibit A can be extended by a further 2 years till 31st March 2018, if mutually agreeable at the below mentioned rates. *Please note the service, delivery remains as is, the commercials will be revised as follows:*

Offering	Degrees	Price/Student
As above	Engg	TBD


*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

Payment Terms: TBD.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

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Shamshabad, Hyderabad.







Date : 04th October, 2010

Prof. L. V. Narasimha Prasad
The Placement Officer
Vardhaman College of Engineering
Shamshabad, Hyderabad,
Andhra Pradesh – 501 218
Tel : 08413-253335, 253201

Dear Sir,

This has reference to our visit to your campus in connection with accreditation of institutes. Firstly, we would like to express our sincere thanks having extended to us warm hospitality during the visit.

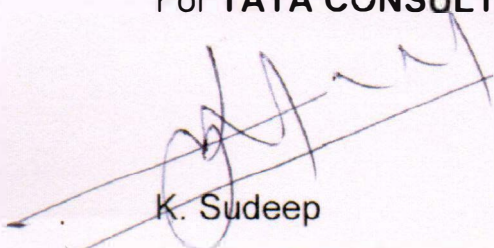
We would like to inform you that based on our interactions during the visit, your institute has been accredited by us at the level 'C'.

We sincerely look forward to a fruitful association with your institute and earnestly hope to strengthen our existing bonds in the years to come that will prove to be mutually rewarding.

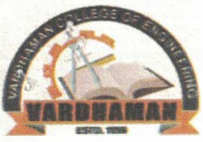
Thanking you.

Yours truly,

For **TATA CONSULTANCY SERVICES LIMITED**


K. Sudeep

Head Talent Acquisition – India



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

(Approved by AICTE, New Delhi, Affiliated to JNTUH and Accredited by NBA)

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN NI SYSTEMS (INDIA) PVT LTD, BANGALORE & VARDHAMAN COLLEGE OF ENGINEERING, SHAMSHABAD, HYDERABAD

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between Vardhaman College of Engineering, having the campus at Shamshabad, Hyderabad, Telangana 501 218 represented by its **Principal, Dr. S. Sai Satyanarayana Reddy**, "Vardhaman College of Engineering" and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Manager, effective as of 22nd August, 2014 (the "Effective Date").

1. Institution; Courses. Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

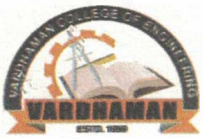
3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at http://www.ni.com/pdf/legal/us/software_license_agreement.pdf) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License MoU. Except as may be expressly modified by this MoU, the terms and conditions of the

Shamshabad - 501 218, Hyderabad.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029. Ph : 040-64582470



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applicable National Instruments Software License MoUs govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

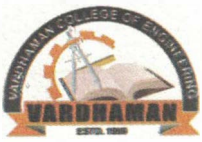
4. Required Textbooks and Equipment Not Included. Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course, as well as any hardware and software as required for the Course, and other appropriate National Instruments equipment approved by NI. Such textbooks, hardware, software and National Instruments equipment approved by NI must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

5.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.

5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.

5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this MoU or thereafter:



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(AUTONOMOUS)

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- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
- (d) misuse any Mark;
- (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
- (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this MoU) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.

5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. No Other Licenses. Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to Institution in this MoU are reserved to NI.

7. Warranty Disclaimer. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

8. Term and Termination.

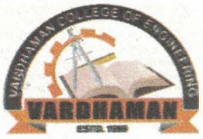
8.1. Term. This MoU shall commence on the Effective Date and continue for twenty-four (24) months unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three months prior to the effect of such termination.

Shamshabad - 501 218, Hyderabad.

Ph : 08413-253335, 253201, Fax : 08413-253482,

City Office : # 403, Zee Plaza, 3-6-524, Opp. Minerva Coffee Shop,

Himayathnagar, Hyderabad - 500 029. Ph : 040-64582470



8.2 **Termination.** Notwithstanding Section 8.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

8.3 **Effect.** The following sections and subsections shall survive any termination or expiration of this MoU: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

9. INDEMNITY; LIMITED LIABILITY.

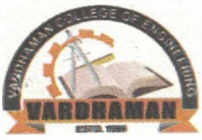
9.1 **Indemnity By Institution.** Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.

9.2 **Indemnity By NI.** NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3 **Liability.** **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. **Independent Contractors; Freedom of Action.** Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. **Assignment.** Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part)



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without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

12. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

13. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

14. Compliance with Laws. Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this MoU.

15. Registration. If this MoU is required to be registered with authorities in India, Institution shall complete any such required procedures promptly.

16. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI Systems (India) Pvt. Ltd.

Signature:

Name and Title:

Date:

Vardhaman College of Engineering, Hyderabad

Signature:

DR. S. Sai Sathyanarayana Reddy

Name and Title:

PRINCIPAL

Date:

22/1/2014



EXHIBIT A

INSTRUCTIONAL MATERIALS:

As determined and provided by NI.

- supplemental LabVIEW questions—Copying Permitted for Course Use
- Instructor version of the Student Workbook (PDF)—Instructor Use Only
- Student workbook version (PDF)—Copying Permitted for Course Use]]

OBJECTIVES:

Institution agrees to set up the ACADEMY, which is expected to meet the following goals:

- 1) To pursue training activities related to user education and training in areas mutually agreed to by INSTITUTION and NI. Initially the ACADEMY will begin activities in the area of user training in LabVIEW.
- 2) To strengthen the collaboration between INSTITUTION and NI, which may encourage undertaking of teaching projects and INSTITUTION to pursue its objectives of advancement and creation of knowledge through use of the facilities developed under the ACADEMY.
- 3) To organize courses/workshops/seminars every year on various aspects of Algorithm Engineering and Graphical System Design.

COMMITMENTS OF NI:

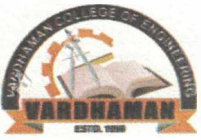
- 1) NI may provide free of cost technical consultancy (no more than a reasonable period of time solely determined by NI) for establishment of ACADEMY at INSTITUTION.
- 2) NI agrees to provide free training (no more than 5 days) to 5 faculty of the ACADEMY on LabVIEW Fundamentals and further to waive off the first CLAD exam attempt fees of such 5 faculty.
- 3) NI agrees to provide start-up assistance (no more than a reasonable period of time solely determined by NI) at INSTITUTION during installation of NI products at the ACADEMY either directly or through its channel partners.
- 4) Once the ACADEMY qualifies for the criteria required for a LabVIEW Academy, NI agrees to provide 50% discount in CLAD (Certified LabVIEW Associate Developer) exam fee for the students & faculties of ACADEMY who got trained under ACADEMY.
- 5) NI agrees to provide free technical support over phone and e-mail on NI products and their usage for various measurements and control.
- 6) NI may support INSTITUTION in conducting training programs for industry representatives approved by NI.

COMMITMENTS OF INSTITUTION:

- 1) INSTITUTION agrees to use this ACADEMY as common facility for the entire campus and there will be Courses conducted for various engineering disciplines.
- 2) INSTITUTION agrees to appoint dedicated CLAD Certified instructor to conduct the Course in the ACADEMY
- 3) INSTITUTION agrees to provide computers and all other necessary infrastructure for the ACADEMY and all will be networked with structured cabling and Ethernet Switch.
- 4) INSTITUTION agrees to offer devoted human resources to impart compulsory or elective level through at least one 3-credit course on Virtual Instrumentation for all disciplines.
- 5) INSTITUTION also agrees to ensure the development of teaching demonstrations, application notes and project work through students and faculty of INSTITUTION using the facilities provided by ACADEMY.

JOINT EFFORTS:

- 1) An official of INSTITUTION to be nominated and appointed by mutual consent of INSTITUTION and NI will coordinate the activities of the ACADEMY.
- 2) Both INSTITUTION and NI shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.



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(AUTONOMOUS)

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EXHIBIT B

1. LabVIEW Academy Logo:

The “LabVIEW Academy” logo is set out below for identification (the “SAMPLE” watermark is not part of the logo—the artwork for the logo will be made available after execution of this MoU by Institution and NI):



2. Requirements:

In addition to the other requirements of this MoU with respect to the use of the “LabVIEW Academy” Logo, the “LabVIEW Academy” name, and the Marks, Institution agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the “LabVIEW Academy” Logo or the “LabVIEW Academy” name are used:

“LabVIEW”, “National Instruments”, and the “LabVIEW” logo design are trademarks of National Instruments Corporation, and are used, as part of the “LabVIEW Academy” logo and the “LabVIEW Academy” name, with the permission of National Instruments Corporation. [name of Institution], not National Instruments Corporation, is solely responsible for the courses offered by [name of Institution], including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither [name of Institution], nor any courses or other goods or services offered by [name of Institution], are affiliated with, endorsed by, or sponsored by National Instruments Corporation.

AGREEMENT

THIS AGREEMENT WITH INSTITUTES (the "Agreement") is entered into on 6th day of FEBRUARY 2015 (the "Effective Date")

CoCubes Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its principal place of business at A-1101, 11th Floor, Unitech Arcadia, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (hereinafter mentioned as "CoCubes", which expression shall mean to include its successors-in-interest and permitted assigns) of the One Part.

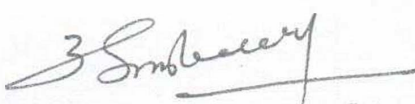
AND

Vardhaman College of Engineering having its principal place of business at Ranga Reddy (hereinafter mentioned as "the Institute", which expression shall mean to include its successors-in-interest and permitted assigns) of the Second Part.

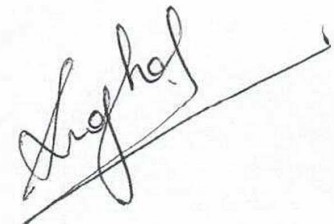
CoCubes and the Institute shall hereinafter be individually be referred to as "Party" collectively as "Parties"

WHEREAS:

1. CoCubes is engaged in the business of providing online career development and training services to Institutes and its enrolled students. As a part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies who wish to engage students directly in Institutes. The platform also provides guidance to the students in preparing them for the corporates for better career prospects.
2. The Institute is a certified educational institute providing higher education facility to students in India.
3. The Institute desires to engage CoCubes to provide to it their online career development and training services as specified in this Agreement and CoCubes has agreed to provide its services to the Institute on and subject to the terms and conditions set out in this Agreement.


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.





NOW THIS AGREEMENT WITNESSES:

1. DEFINITIONS

- 1.1 "Agreement" shall mean this Agreement along with all its exhibits, schedules and annexes.
- 1.2 "CoCubes Online Platform" shall mean the proprietary technology platform developed by CoCubes and available at the CoCubes website www.cocubes.com, on and through which the Services are rendered.
- 1.3 "Force Majeure" shall mean and include acts of God or government actions, fire, explosion, earthquake, flood, tsunami, accident, war or threat of war, sabotage, insurrection, civil disturbance acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or incremental weather, technical breakdown of the CoCubes Online Platform for reasons outside CoCubes control.
- 1.4 "Intellectual Property" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, web sites, works of authorship, and other forms of technology.
- 1.5 "Intellectual Property Rights" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, all rights in and to the Intellectual Property, having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.
- 1.6 "Services" means the services to be performed or actually performed by CoCubes under this Agreement.
- 1.7 "Students" shall mean students studying at the Institute, who have consented to their enrolment to avail CoCubes services and who will be provided access to the CoCubes Online Platform.

1.8 "Terms of Service" shall mean the terms and conditions on the basis of which the CoCubes Online Platform can be accessed at www.cocubes.com.

2. PROVISION OF SERVICES

2.1 The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in Exhibit A and CoCubes agrees to provide the Services to the Institute.

2.2 CoCubes shall provide the following Services to the Institute for the duration of the Term (as defined below):

- (i) CoCubes shall provide access to the CoCubes Online Platform to the Institute and the Students.
- (ii) CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
- (iii) CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to exhibit A to understand limitations of this feature.
- (iv) CoCubes shall provide such additional and related services as more fully detailed in Exhibit A.

2.3 The Institute understands and acknowledges that the use of the CoCubes Online Platform shall be subject to its Terms of Service. The Terms of Service will prevail in all matters related to access and use of the CoCubes Online Platform. This is available here: http://static.cocubes.com/document/reg_tc.html

3. THE INSTITUTE'S RESPONSIBILITIES AND OBLIGATIONS

3.1

Number of Students	Batch	Degree
(Unlimited)	2015	(Engineering)
(Unlimited)	2016	(Engineering)
(Unlimited)	2017	(Engineering)
(Unlimited)	2018	(Engineering)

Number of students (as stipulated above) will be enrolled by the Institute during the tenure of this Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing

CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately.

- 3.2 All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.
- 3.3 The Institute shall provide Student data to CoCubes immediately on the Effective Date, in a single file. CoCubes will not be responsible for any loss of opportunity for those Students whose data is incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the CoCubes Online Platform for the Student's career development.
- 3.4 The Institute hereby agrees that its and the Students' use of the Services and that of the CoCubes Online Platform, will, in addition to the terms set out in this Agreement, comply with the Terms of Service- available here: http://static.cocubes.com/document/reg_tc.html

4. FEES AND EXPENSES

4.1 Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in Exhibit B as CoCubes compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

4.2 Expenses

Unless expressly provided otherwise in the Agreement, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement ("Expenses").

4.3 Invoicing

CoCubes shall raise one invoice on the date of signing of MoU (effective date), provided the institute shares the database immediately. For other details on invoicing, refer to 'Exhibit B- Fees'.

5. SERVICE PROVIDER REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 CoCubes represent, warrants and covenants that:

- (a) It has the requisite skill, experience and expertise to perform the Services;
- (b) It has skilled, qualified and experienced personnel at its disposal, to provide the Services in accordance with this Agreement;
- (c) The Services shall be performed in a professional, high quality and workman-like manner;
- (d) The Services shall conform to the specifications set out in Exhibit A;
- (e) CoCubes will comply at all times with all applicable central, state and local laws, rules, and regulations;
- (f) CoCubes has all the necessary rights, licenses and permits required to perform the Services hereunder;
- (g) The Services will not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

5.2 CoCubes shall, in providing the Services, exercise reasonable skill and care in conformity with the prevailing best standards of its profession and shall always act in accordance with applicable laws.

5.3 The Services of CoCubes shall be provided to the Institute on a non-exclusive basis.

5.4 CoCubes shall have no right or authority to make any promise, representations or warranties for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

5.5 The Institute agrees and acknowledges that CoCubes does not guarantee employment to its Students. Neither the Institute nor its Students will hold CoCubes liable in any

circumstances whatsoever, in the event the Students do not find employment with CoCubes' clients or otherwise as a result of using the Services.

- 5.6 The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the CoCubes Online Platform. CoCubes also does not verify the contents of their resume/ curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the CoCubes Online Platform. All student related information provided to CoCubes by the Institutes will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.
- 5.7 The Institute and CoCubes agree and understand that the Student data is the non-exclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the CoCubes Online Platform, for online career development and training activities, which are a part of the Services provided by CoCubes to the Institute.
- 5.8 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.**

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CoCubes is the sole and exclusive owner of the CoCubes Online Platform and all rights, title and interest therein belong solely and exclusively to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights other than the right to use the CoCubes Online Platform for the purpose of access to the Services, in the manner as permitted by CoCubes.
- 6.2 All Intellectual Property Rights in the Services provided by CoCubes to the Institute shall belong solely to CoCubes. Nothing in this Agreement shall be construed to grant the Institute any rights in the Services, other than the right to use the Services in the manner specified in this Agreement.
- 6.3 The Parties agree that while the Student data accumulated by CoCubes in the course of provision of the Services belongs to the individual Student who in turn authorizes the Institute to share it with a third-party towards improving the Student's chances of employability, the analysis generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as a part of CoCubes service offerings to its clients.

7. CONFIDENTIALITY

- 7.1 The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of Services, whether orally, visually or in documentary or electronic form shall be considered 'Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the tenure of this Agreement and for such period after expiry or termination of this Agreement until any part of the Confidential Information enters public domain.
- 7.2 The Receiving Party will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement (ii) disclose the Confidential Information to those of its employees having a need to know such Confidential Information and (iii) shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.2.
- 7.3 The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.
- 7.4 This restriction shall however not apply to the Confidential Information which:
- (i) Has entered into public domain (otherwise than as a result of a breach of this Agreement);
 - (ii) Was or is in the Receiving Party's possession at the time of disclosure and without restriction as to confidentiality;
 - (iii) Has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party; or
 - (iv) Is independently developed by the Receiving Party without regard to the Confidential Information.
 - (v) In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the

governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed

8. INDEMNIFICATION

8.1 CoCubes agrees to indemnify, defend and hold harmless, the Institute and its respective officers and directors from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) Incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clause 5.1(ii) incurred by the Institute based on any claim that any Services or other materials delivered under this Agreement or use thereof by the Institute infringes or misappropriates any third party Intellectual Property Rights.

8.2 The Institute agrees to indemnify, defend and hold the Institute and its respective officers, and directors harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs (i) arising out of resulting from any misuse of the CoCubes Online Platform by the Students or the Institute; (ii) Any Student related information provided to CoCubes being incorrect, false or misleading.

9. NON-SOLICITATION

During the tenure of this Agreement and for twelve (12) months thereafter, the Institutewill not directly or indirectly solicit, induce, or attempt to induce any employee or independent contractor ofCoCubes to terminate or breach any employment, contractual, or other relationship with CoCubes.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL COCUBES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. COCUBES' TOTAL CUMULATIVE LIABILITY UNDER CLAUSE 9 AND GENERALLY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES OWED BY THE INSTITUTE TO COCUBES FOR SERVICES PERFORMED UNDER THIS AGREEMENT AND NOT SERVICES YET TO BE PERFORMED.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

CoCubes' relationship with the Institute under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Institute and CoCubes and any of CoCubes' employees or agents. CoCubes is not the agent of the Institute and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the Institute.

12. TERM AND TERMINATION

- 12.1 The agreement will be valid for the next 4 years from Effective Date(the "Term"). The service defined in Exhibit A, must be carried out for the next 12 months as is, against the commercials stated in Exhibit B. If mutually agreeable, the contract can be extended at mutually accepted terms by signing Exhibit C annually for the next 3 years. The Parties agree that all Students will continue to have access the CoCubes Online Platform pursuant to the termination of this Agreement. *The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduction of PRE-ASSESS®.*
- 12.2 The Institute may, without assigning any reason whatsoever, terminate this Agreement by serving a thirty (30) days notice upon the other Party.
- 12.3 This Agreement may be terminated by the Institute upon written notice to the CoCubes if:
- (i) CoCubes commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.
 - (ii) CoCubes ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of a solvent reconstruction or amalgamation), makes an arrangement for the benefit of its creditors, or takes or suffers any similar action in consequence of debt, or if any similar event occurs under the laws of any jurisdiction.
- 12.4 Termination of this Agreement for any reason shall be without liability to either Party, provided that any liability incurred by either Party prior to termination shall not be extinguished by reason of such termination. Termination shall not relieve or affect the rights or remedies of either Party in relation to any accrued rights or unperformed obligations, arising prior to or upon the date of such termination.
- 12.5 Effects of Termination
- 12.5.1 Upon termination:
- (i) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
 - (ii) The Institute and its Students will not have access to services listed in Exhibit A below.
- 12.5.2 If the Institute terminates the Agreement for any reason whatsoever within a period of 1 (one) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the tenure. In the event of termination of this

Agreement after a period of (one) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

13. FORCE MAJEURE

13.1 A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event provided that such Party shall:

- a) Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform and discharge its obligations; and
- b) Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such Party.

13.2 Provided however that if the Force Majeure event/s continues to subsist for a continuous period of 30 days the other Party may terminate the Agreement by giving notice in writing.

14. GENERAL PROVISIONS

14.1 Governing Law and Arbitration

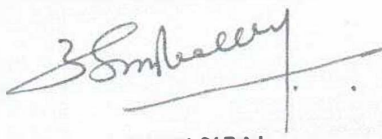
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon ^{Hyderabad} shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Gurgaon, Harayana, in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, where each Party will have the right to appoint one (1) arbitrator and the two (2) arbitrators will appoint the third arbitrator. The language to be used in the arbitral proceedings will be English.

14.2 Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.




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14.3 No Assignment

This Agreement and CoCubes' rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise by CoCubes, without the Institute's express prior written consent. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. The Institute may assign this Agreement or any of its rights under this Agreement to any third party upon notice thereof to CoCubes.

14.4 Notices

Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address listed on the first page of this Agreement, by courier, by certified or registered mail (postage prepaid and return receipt requested), by a nationally-recognized overnight carrier or by email. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

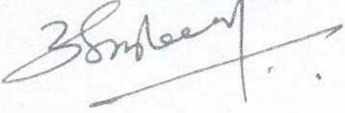

14.5 Waiver

All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Entire Agreement; Amendments

This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>For and on behalf of The Institute</p>  <p>Authorized Signatory</p>	<p>For and on behalf of CoCubes Technologies Private Limited</p>  <p>Authorized Signatory</p>
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EXHIBIT A SERVICES

COCUBES WILL PROVIDE THE FOLLOWING SERVICES TO THE INSTITUTE:

1. CoCubes will provide the Institute, its career development cell and Students, access to the CoCubes Online Platform.
 - We provide a College Login & Student Login- Unique to every individual with different features and permissions. This brings much needed data security, authentication and transparency in academic marks, assessments and placement related data. Individual Logins/Password are provided for the College administrator (multiple logins possible, with one administrator login). Also, unique logins are provided to students in third and fourth year. However, no unique logins are provided for first/second year. Assessments for first and second year will be conducted via a stand alone assessment engine.
 - Web enabled platform to manage internal placements and student data.
 - Online platform shall generate placement statistics for placements for your Institute.
 - SMS feature on the platform can be used as follows:
 - Internal Job Post related students SMS'es i.e. SMS generated when a Job Post is created is operational.
 - Communication to Eligible/Applied/Offered/Declined/No-Response students
 - Communication module (Custom or standard Groups) is available.
 - Every college will be given 1000 SMS'es on registration. Additional SMS'es can be purchased @ INR 35 paise per SMS.

Key Features & Benefits:

- Data Security- 7 Level Data Security
- Cloud based tool- Access from Anywhere. Authentic Data (Marks, Branch, College, Degrees), Track Assessment & Placement related Data
- Bring transparency in the system wrt Education Marks, Degrees, etc.
- Send Communication- Email, Notification, SMS to Students & Colleges

Case Study: *SASTRA University manages over 3000 students per batch and has been doing so for the last 4 years. All their academic marks, placement related activities are*



tracked and communication happens on CoCubes.com

Figure 1: Administrator Level Login for University



Figure 3: Every Student gets a secure Individual Login. Student appears in Assessments, applies to jobs here.

Figure 2: Manage Students, Post Jobs, Track Applications, Mark offers and implement Campus Policy online



Figure 4: Student builds his/her CV from their login. One standardized resume format for the entire college

*Web enabled platform is not applicable for training Institutes since the students are likely to belong to different colleges.

2. Career Development for Students

PRE-ASSESS®

This is a standard Assessment recognized by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. A sample list is available below. This offering helps increase corporate opportunities available for the students in final year. A snapshot of the report generated post the PRE-ASSESS® is also given below.

PAN India	Name of Company	City	Eligibility (Academic & Exp)	Branch	Year	English on Which Sections in Pre-Admission								
						Analysis	Numerical	English	CP	Decision	Logical			
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	OIA	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	ING	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									
	Capgemini	Hyderabad	B.Tech	IT	2017									

Figure 5: Sample list of companies recruiting based on scores achieved in the PRE-ASSESS®.

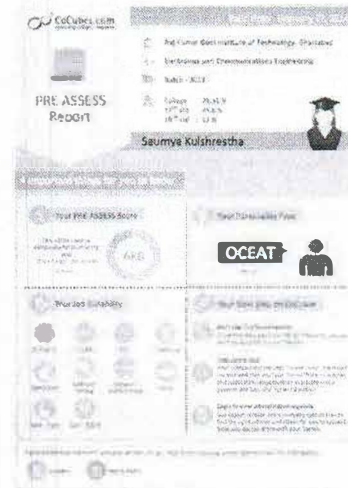


Figure 6: First page of the Individual Student Report generated on completion of the PRE-ASSESS®.

PRE-ASSESS® Process Conduction Guidelines

- PRE-ASSESS® is a 3 hour extensive exam with 7 different sections.

- In order to generate a report and be applicable for even one job- it is mandatory to give the Aptitude and Psychometric Test. If this is not done, no report will be generated and said student will not be able to apply for any company.
 - Syllabus of the PRE-ASSESS® is available here: <http://www.cocubes.com/college-offering.aspx#college-PRE-ASSESS®ment>
 - PRE-ASSESS® is conducted on a day/date convenient to the Institute- barring a Monday.
 - List of students with slots for each must be shared at a minimum of 7 days before the PRE-ASSESS® is scheduled. Failure to do so, may result in poor experience of the college and students. If this list is not shared 4 days before the scheduled PRE-ASSESS®, CoCubes.com can cancel the PRE-ASSESS® and the Institute (and every registered student in the institute) will loose one PRE-ASSESS®.
 - If, any student whose slot has been shared by the Institute at D-4, fails to appear in the given slot on said day, that student will loose one PRE-ASSESS® from the count of PRE-ASSESS® allocated to the Institute.
 - PRE-ASSESS® is invigilated by the CoCubes.com team.
 - The PRE-ASSESS® is conducted at the college premises only if the college registers more than 200 students.
 - We strongly recommend that the college conduct 2 slots while conducting the PRE-ASSESS® on any given day.
 - PRE-ASSESS® may be needed to split over 2 or more days to ensure every student registered student in the batch is able to take the same. We require that the 2 or more days be within a 7 day period.
 - Scores of PRE-ASSESS® are valid for a period of 12 months following the last date of PRE-ASSESS®.
 - Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in PRE-ASSESS®.
 - Applying on a job via the PRE-ASSESS® and then being shortlisted for interviews, requires the student to go for the interview. If the student fails to go for the interview without prior intimation of the same (atleast 3 days before the date of interview), will lead to the individual students login being disabled for period of one month.
 - Report of the PRE-ASSESS® will be generated within 7 Business Days of conduction of the PRE-ASSESS®.
 - *If the second PRE-ASSESS® is applicable:*
 - *There must be a minimum gap of six months between the first and second PRE-ASSESS®.*
 - *Sectional best of two PRE-ASSESS® scores will be the final score of the student.*
- Second PRE-ASSESS® will be conducted on a date/time as determined by CoCubes.com.*

3. **Employability Enhancement of Students**

Continuous Evaluation Program

CoCubes.com has scientifically designed this program. This is intended to periodically measure the employability and progress of the students at the Institute/University based on Industry standard parameters. Thus, giving the Institute/University an insight into critical gaps in development.

Sem	Industry Program	Academic Program
1st Year	Employability Aptitude Test, Written English Test	Coding Assessment
2-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
2-2	Employability Aptitude Test, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-1	Numerical Ability, Analytical Reasoning, English Usage, Written English Test	Domain Test (Relevant Subjects)*, Coding Assessment
3-2	Employability Aptitude Test(2 Test), Written English Test(2 Test)	Domain Test (Relevant Subjects)*, GATE 1, Coding Assessment
4-1	Numerical Ability, Analytical Reasoning, English Usage, PRE-ASSESS*	Domain Test (Integrated), Coding Assessment
4-2	PRE-ASSESS*	GATE 2, Coding Assessment

*This is related to GATE and Corporate requirement

Diagnostic Career Test Scheduling, Reports and Process:

- Diagnostic Career Tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 Career Tests. Each of these 8 Tests will be collectively scheduled for an Institute.
- Syllabus and Precise process of the assessments will be shared with the Institute/ University one week (in advance) before the designated assessment.
- Individual student reports are emailed to the student within 7 Business days of completion of the test.
- Reports at University (Institute)/Degree/Branch/Student will be shared within 14 business days of completion of designated Career Test.
- On the day of the Diagnostic Career Test, a PASSKEY will be sent to the Institute who will administer the test preferably at the institute.

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**EXHIBIT B
FEES**

Offering	Degrees	Price/Student
As above	Engg	INR 2,50,000.00

*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

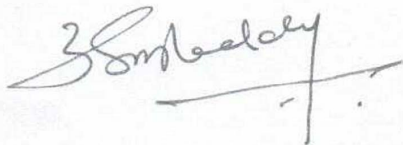
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

The service as defined in exhibit A will continue to be delivered for one year (across batches) from 'effective date' against the commercials defined in Exhibit B.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and training offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.



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EXHIBIT C
CONTRACT EXTENSION DOCUMENT

The service delivery as mentioned in Exhibit A can be extended by a further 2 years till 31st March 2018, if mutually agreeable at the below mentioned rates. *Please note the service, delivery remains as is, the commercials will be revised as follows:*

Offering	Degrees	Price/Student
As above	Engg	TBD


*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

Payment Terms: TBD.

CoCubes will also charge the college 35 paisa per SMS (if number of SMS'es exceed SMS'es provided upon sign up) to send SMS'es.

If the Institute fails to make the payment, assuming the logins of the student and/or institute are active, the CoCubes Online Platform will auto lock all the log-ins provided to (all- across batches) the Students and the institute. This may lead to loss of opportunities for Students for which CoCubes will not be held responsible.

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Date : 04th October, 2010

Prof. L. V. Narasimha Prasad
The Placement Officer
Vardhaman College of Engineering
Shamshabad, Hyderabad,
Andhra Pradesh – 501 218
Tel : 08413-253335, 253201

Dear Sir,

This has reference to our visit to your campus in connection with accreditation of institutes. Firstly, we would like to express our sincere thanks having extended to us warm hospitality during the visit.

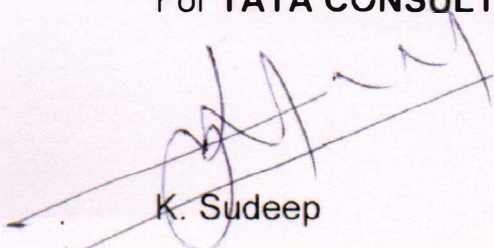
We would like to inform you that based on our interactions during the visit, your institute has been accredited by us at the level 'C'.

We sincerely look forward to a fruitful association with your institute and earnestly hope to strengthen our existing bonds in the years to come that will prove to be mutually rewarding.

Thanking you.

Yours truly,

For **TATA CONSULTANCY SERVICES LIMITED**


K. Sudeep

Head Talent Acquisition – India