



VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD
Autonomous institute, affiliated to JNTUH

LIST OF MEMORANDUM OF UNDERSTANDINGS

SNo	Name of the industry	Date
1.	Global Education and careers Forum	18-11-2019
2.	DATRI	16-10-2019
3.	The Indus Entrepreneurs (TiE) – Hyderabad	27-09-2019
4.	UiPath Academic Alliance	17-09-2019
5.	Indian Technology Congress Association	02-07-2019
6.	Machine Intelligence Research Labs	22-05-2019
7.	Idealabs	03-10-2018
8.	Berkadia Services India Private Limited	23-08-2018
9.	Eleven01	25-07-2018
10.	BYJU'S	18-07-2018
11.	Genesis Bio Solutions	15-06-2018
12.	IEEE EPICS	06-04-2018
13.	NucleusTech	16-04-2018
14.	The Indus Entrepreneurs (TiE) – Hyderabad	03-04-2018
15.	Red hat India Private Limited	05-01-2018
16.	Cisco Networking Academy	25-10-2017
17.	BERKADIA	15-06-2017
18.	Hortonworks Academic Program	16-02-2017
19.	Entrepreneurship Development Institute of India	19-11-2016
20.	EmbeddedRF Technologies	12-11-2016
21.	Intel FICE	19-10-2016
22.	National Instruments	22-08-2016
23.	IBM India Pvt. Ltd	17-08-2016
24.	Wadhvani Foundation New Entrepreneurship Network	01-04-2016
25.	DevmenIT HPSU Academic Agreement	03-03-2016
26.	Udvavisk	04-08-2015
27.	Devmen IT	04-07-2015
28.	National Small Industries Corporation	29-04-2015
29.	Tech Mahindra	15-04-2015
30.	Master Education (ARK solutions)	26-03-2015
31.	Devmen IT	03-10-2014
32.	National Instruments	22-08-2014
33.	CoCubes.com	06-02-2014
34.	SAP	01-01-2014



S.No. 112248 Date: 13-11-2019
Sold to: VIJAY KUMAR NAIR S/O. LATE. G. U. K. NAIR, CHENNAI.
For Whom: M/S. INDIA MATTERS FOUNDATION, CHENNAI.

ANURAG KUMAR
LICENSED STAMP VENDOR
L.No. 16-06-025/1999, RL.NO. 16-07-01/17,
3-6-151, G.S. TOWERS, HIMAYAT NAGAR,
HYD-29, PHONE NO: 9246888603.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and entered into on the 18/11/2019

Between, Vardhaman College of Engineering, Nagarguda Shamshabad Road, Kacharam, Hyderabad, Telangana 501218. Called Party of Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees)

And

India Matters Foundation, a registered Charitable Trust, established under the Trust Act represented by its Managing Trustee Mr. Vijay Kumar Nair, having their office at E1, 80 Nungambakkam High Road, Chennai 600034, Tamil Nadu.

And whereas

The party of the first part is a college in India and focuses primarily on imparting education.

And Whereas

The party of the second part "India Matters Foundation" works towards

- Developing young India's to become global citizens with globally benchmarked knowledge and skills to be successful in the 21st century's Global Market Place
- Facilitating exchange of views and knowledge between Indian and International educators
- Showcasing Indian youth and India's Education sector internationally

And whereas

India Matters Foundation co presents the "Global Education and Careers Forum" (GECF). GECF is a leading professional consortium of educators in India and internationally, government agencies and NGOs who share the vision that young Indians must be equipped with globally demanded skills, the knowledge and experience to be successful in the 21st century's Global Market Place. GECF works towards developing our students to become global citizens, a "not for profit" basis. Further we believe that an exchange of views between educators from different countries can not only enhance those who they meet but also those they educate.

It is hereby mutually agreed to by both parties to work in partnership to support the above causes.

India Matters foundation seeks the following support from your school/college

- Host seminars, conferences and workshops by faculties of international universities on your campus and for relevant target group
- Conduct seminars/ counselling sessions for your students on overseas education opportunities.
- Provide a list of students from your institution interested in studying overseas.
- Encourage students to participate in the activities of the GECF.

Financial Terms

- All activities of Indian Matters Foundation will be a not for profit basis
- India Matters Foundation through a consortium on International Universities will sponsor the participation of one faculty member from your college at the proposed "Global Education and Careers Summit" to be held in the United Kingdom every year, if 7 students from your college are recruited to participating international universities.

Both parties hereby agree that the terms and conditions for the above individual activities shall be mutually agreed and reviewed and updated from time to time.

This Agreement will be in force until either party revokes it in writing. This agreement shall become effective from today, the 18/11/2019 upon signing of this Agreement.

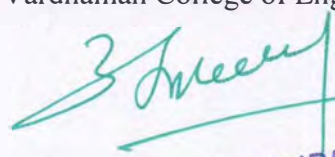
For India Matters Foundation

For India Matters Foundation

Managing Trustee

Vijay Kumar Nair, Managing Trustee.
Mobile: 0091-9840022612,

For Vardhaman College of Engineering


PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



ACT NOW. GIFT A LIFE.

www.datri.org

DATRI –College Champions

DATRI is the pioneer in Blood Stem Cell Donation in India, which was started in 2009 and is now India's largest Blood Stem Cell Donors Registry. We have 4,00,000+ registered Blood Stem Cell Donors and have facilitated 600+ Blood Stem Cell Donations (till Aug 2019). Even though India has the third highest number of Blood Cancer, Thalassemia, Sickle Cell Anemia and other Blood disorder patients in the world, there is limited awareness about these diseases. It is a need of the hour to increase the number of registered blood stem cell donors since the probability of finding a HLA matched donor is 1 in 10,000 to over 1 in 1 Million. Blood Stem Cell Donation can be performed only between HLA matched donor-recipient.

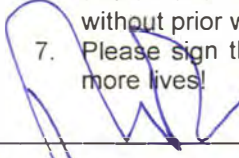
DATRI is a not for profit organization and operates with the support of our Donors, Volunteers, Medical Fraternity and Educational institutions like you. We have already collaborated with colleges PAN India and are actively looking for more participation from new colleges to build long term relationships. The student community is the backbone of our growth and we wish to strengthen to save more lives.

Why collaborate with DATRI?

1. It is an opportunity to associate with India's largest blood stem cell donors registry
2. It helps to promote Vardhaman College of Engineering Student's Social Responsibility
3. It increases the confidence in students and also imparts the value of giving back to the society
4. It will help public visibility for Vardhaman College of Engineering (both online and offline)
5. This association will promote the social engagement of the institution and its students.
6. It will serve as a learning opportunity for the students in the social responsibility and awareness sector
7. It will also help you to enhance your credibility among the educational community by associating with a lifesaving mission.
8. Help you reach a diverse audience and make them understand how socially responsible your institution is!

DATRI - Requirements and Expectations:

1. Provide permission to conduct a drive in your college/university/institution
2. Provide us the infrastructure and volunteers support for the execution, since the DATRI donor recruitment drive will be conducted in your premises.
3. Allow DATRI to induct student volunteers for the Drive procedure and formalities
4. Support us with your NSS Chapter or any other similar student groups
5. Sign a Media consent (usage of images/video) with DATRI, so that we can promote the drive in all our social media platforms
6. Adherence to our Data Confidentiality policy: Data Confidentiality Policy refers to our policy on handling of confidential information shared by our donors and patients with us. Confidential Information means data, information and materials disclosed by our donors or patients in a tangible or intangible form, in any media and by any method of communication, including but not limited to written or printed documents, oral statements, written, oral or electronic form and any digital media. Notwithstanding the generality of the foregoing, any information related to the donors or patients including any sensitive personal information will also be treated as Confidential Information. As per our policy, any such information will be treated as strictly confidential by DATRI and all its associates including you, and will not be shared or disclosed to any entity or individual without prior written consent from the donor or patient to DATRI.
7. Please sign the document as an acknowledgement. Looking forward in working together to gift more lives!


Raghu Rajagopal
CO-FOUNDER & DIRECTOR
Date: 16-10-2019
Contact number: 044 – 40795300
Email: info@datri.org




N. Srinivasa Reddy
NSS PROGRAM OFFICER
Date: 16-10-2019
Contact Number: 9849964005
Email: nsmile23@yahoo.com

DATRI Blood Stem Cell Donors Registry

Module No: 1207 & 1208, 12th Floor, TICEL BIO PARK - Phase II, CSIR Road, Taramani, Chennai - 600 113. India.
Phone: 044 2254 1283, 4079 5300 Fax: 044 2254 0644 Toll Free No. 1800-300-32874

MEMORANDUM OF UNDERSTANDING

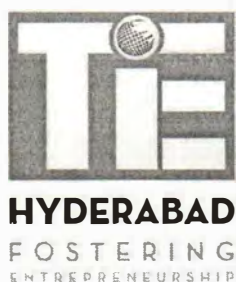
BETWEEN

Vardhaman College of Engineering



AND

THE INDUS ENTREPRENEURS (TiE) – HYDERABAD



info@tiehyderabad.org
[/TiEHyderabad](#)
[/TiEHyderabad](#)
[/in/TiEHyderabad](#)
[/c/TiEHyderabadchapter](#)

This Memorandum of Understanding ("MOU") is entered into and effective as 1st April 2019 and is valid until 31st March 2020.

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 the 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 102, 1st Floor, KADIRIS APURUPA URBAN, Laxmi Nagar, Kondapur, Telangana – 5000844 (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 (hereinafter referred to as "INSTITUTIONAL MEMBER"), Vardhaman College of Engineering (or Vardhaman) is a technical institute located in Nagarguda Shamshabad Road, Kacharam, Hyderabad, Telangana 501218.

WHEREAS

Vardhaman College of Engineering (or Vardhaman) is a technical institute located in Hyderabad, Telangana, India.

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 programs & competitions. Provide know how to permit smooth and effective technology and knowledge transfer, assist student entrepreneurs and startups who approach them through INSTITUTIONAL MEMBER 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 ideally from the management with TiE HYDERABAD Nominate 5 students for student membership 1 Student Champion to support 1 Faculty Champion to coordinate with the program Confirm calendar for TiE to conduct Workshop / Seminars on your campus. 	<ul style="list-style-type: none"> 1 Institutional Charter Membership 1 Associate Membership 5 Student Memberships Mentor Connect Speaker/ workshops/ seminar support Networking with top Entrepreneurs

Escalation Matrix






The escalation matrix of each organization will be as follows:

	INSTITUTIONAL MEMBER	Name	Email id	Phone Number
E1	Student Coordinator			
E2	Faculty Coordinator			
E3	Principal / Director / Dean			
E4	Chairperson / Institutional Member			

	TiE HYDERABAD	Name	Email id	Phone Number
E1, E2 & E3	Program Champion	Vamsi Krishna J	pc@tiehyderabad.org	7799439281
E3	MRO	Ms. Pragyna Sri	mro@tiehyderabad.org	8977000397
E4	Executive Director	Phani Pattamatta	ed@tiehyderabad.org	9000283338






 info@tiehyderabad.org
 /TiEHyderabad
 /TiEHyderabad
 /in/TiEHyderabad
 /c/TiEHyderabadchapter

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	Annual Membership Fee
Renewal	Rs. 1,00,000/- for the period of 1 st April 2019 to 31 st March 2020

[Handwritten Signature]



[Handwritten Signature]



 info@tiehyderabad.org
 /TiEHyderabad
 /TiEHyderabad
 /in/TiEHyderabad
 /c/TiEHyderabadchapter

Terms and Conditions

- Invoice shall be raised on confirmation of participation
- Contact the Program Champion 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 of 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

Signature: 

Name: Mr. Phani Pattamatta

Designation: Executive Director

Address:

102, 1st Floor, KADIRIS APURUPA URBAN,
Laxmi Nagar, Kondapur, Telangana – 500084

Date:

Seal:

Witness

Signature: 

Name: Vamsi Krishna J

For INSTITUTIONAL MEMBER

Signature: 

Name:

Designation:

Address:

Nagarguda Shamshabad Road, Kacharam,
Hyderabad, Telangana 501218.

Date:

Seal:

Witness

Signature: 

Name:





We seek an automated and fully employed world!

UiPath is proud to recognize our educational partnership with

VARDHAMAN COLLEGE OF ENGINEERING

Telangana

for collaboration on growing the Robotic Process Automation (RPA) knowledge ecosystem.

Aug 2019

Certification ID: 069538

A handwritten signature in black ink, reading "Tom Clancy", is positioned above the printed name.

Thomas P. Clancy

Chief Learning Officer



UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

- (A) **UiPath** (as defined below), which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assignees); and
- (B) the organization identified in the Academic Alliance Application (hereinafter referred to as the "**Partner**") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both **UiPath** and the **Partner** shall individually be referred to as "**Party**" and jointly as "**Parties**".

1. DEFINITIONS

- 1.1. "**Academic Alliance Application**" means the online application available on UiPath's website for the Partner to fill in and submit for the purpose of becoming a member in the UiPath Academic Alliance Program;
- 1.2. "**Academic Alliance Program**" means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutions, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs;
- 1.3. "**Courses**" means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;
- 1.4. "**Effective Date**" means the date when UiPath notifies the Partner that the Partner's membership in the UiPath Academic Alliance Program has been approved;
- 1.5. "**Logo**" means the UiPath Academic Alliance Program logo and/or trademark;
- 1.6. "**Qualified Educators**" means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;
- 1.7. "**Student**" means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;
- 1.8. "**Teaching Resources**" means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;
- 1.9. "**Term**" has the meaning specified in Section 9 of this Agreement;
- 1.10. "**UiPath**" means (a) when the Partner is located in North America (meaning United States and its territories, Canada or Mexico): UiPath Incorporated, with its headquarters at 90 Park Avenue, 20th floor, 10016 New York, New York, United States; (b) when the Partner is located outside North America: UiPath SRL, with its headquarters at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania;
- 1.11. "**UiPath Academy**" means the platform available at the following web address <https://www.uipath.com/rpa/academy> and subject to the terms set out therein;
- 1.12. "**UiPath Community Edition Platform**" means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;
- 1.13. "**UiPath RPA Platform**" means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other

software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all Improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

2. REGISTRATION AND REPORTING

The Partner will fill in and return the completed Academic Alliance Application to UiPath as a prerequisite to becoming a member in the UiPath Academic Alliance Program. The Partner shall fill in and submit an updated Academic Alliance Application from time to time, as reasonably requested by UiPath during the Term of this Agreement.

3. LICENSE GRANTS

- 3.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: <https://www.uipath.com/developers/community-edition/license-agreement> (or successor website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.
- 3.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.
- 3.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.

4. **FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement

5. PUBLICITY.

- 5.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program and include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.
- 5.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit A. The Partners is also authorized to use the UiPath Academic Alliance logo and trademark for promoting the course and its status a UiPath Academic Alliance Partner
- 5.3. The partner shall seek prior consent from UiPath before making any UiPath or Academic Alliance related statement in the media, press release, press briefing or press conference other than its status as a UiPath Academic Alliance partner

6. **QUALIFIED EDUCATORS.** The Partner shall ensure that the Qualified Educators meet the following qualification criteria:

- a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.
- b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.

7. COVENANTS. The Partner agrees that:

- a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;
- b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and
- c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.

8. COURSES.

- 8.1. UiPath will make available courses and related material to the Partner relevant for technical, non-technical and business students.
- 8.2. The Partner shall be responsible for the following with respect to the Courses:
 - a) The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;
 - b) The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;
 - c) The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students;
 - d) The Partner shall have an internet connection required for downloading and maintaining the software and licenses.
- 8.3. UiPath will give the Partner's designated representative access to a restricted website and the Partner shall be responsible for downloading the Teaching Resources for the Courses which the Partner is authorized to deliver. UiPath reserves the right to modify the Teaching Resources from time to time by posting the updated versions thereof on the UiPath website.

9. TERM & TERMINATION. This Agreement shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.

10. EXPORT. Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly

therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

11. **CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.



Logo Usage Guideline

UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.
- Program logo should never be locked up with any other logo either universities or other partner logo's.
- include the legend, "®" or "™", as appropriate next to the Logo.
- not change or alter the logo in any way, combine it with any other trademark, or use it with any other word, design, logo or other element, unless permitted in writing by UiPath.
- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.
- Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.





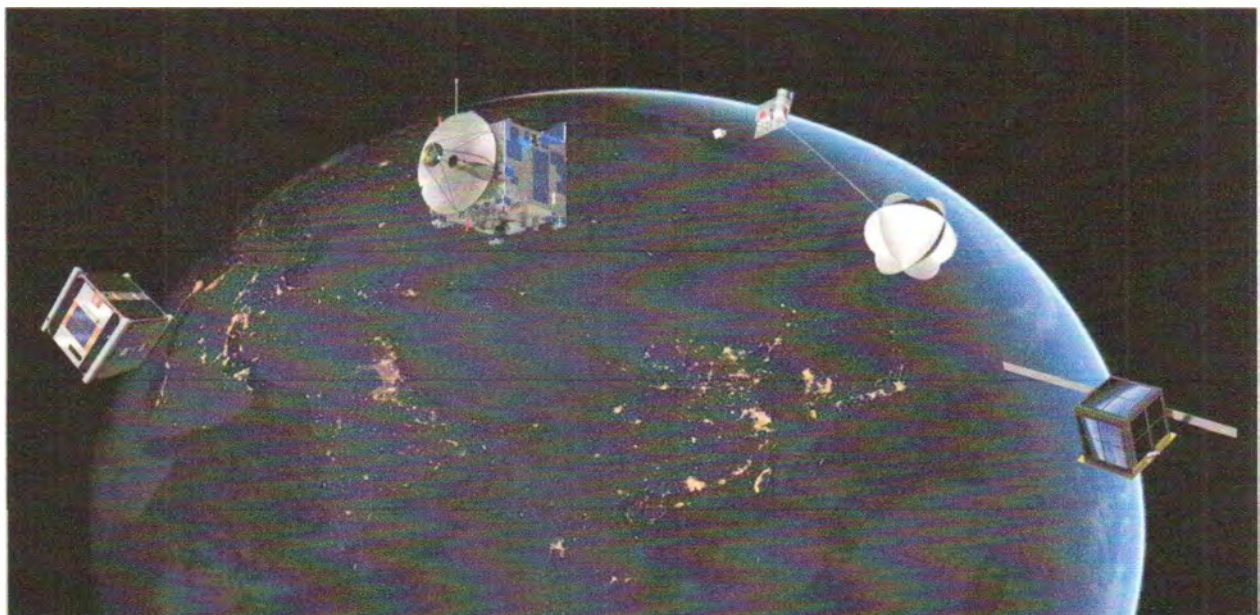
**Indian
Technology
Congress
Association**



75 Students Satellites Mission 2022

Indo-Israel Initiative

Memorandum of Understanding





MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN TECHNOLOGY CONGRESS ASSOCIATION (ITCA), BENGALURU

AND

VARDHAMAN COLLEGE OF ENGINEERING, KACHARAM, SHAMSHABAD, HYDERABAD,

This Memorandum of Understanding signed on this the 2nd day of July 2019 at Hyderabad between **INDIAN TECHNOLOGY CONGRESS ASSOCIATION (ITCA)**, having its Registered Office at ITCA Secretariat, 4th Floor, #3, First Main, BDA Layout, Kodihalli, HAL 2nd Stage, Bengaluru 560008 and **Vardhaman College of Engineering**, having its Registered Office/Operations at **Kacharam, Shamshabad – 501 218, Hyderabad, Telangana**.

Objective

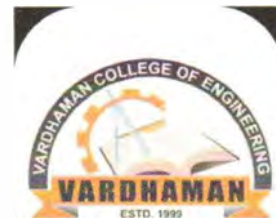
ITCA, a platform for technology adherents working to stimulate multi-disciplinary capabilities in tomorrow's workforce, is actively partnering with Academic Institutions, Industry, and Research labs to conceptualize, develop and launch a distinctive programme of **"India 75 Students Satellites Mission"** through accomplished Institutions in the consortium mode.

Vardhaman College of Engineering, Hyderabad has evinced Expression of Interest (Eoi) to ITCA to participate in the envisioned mission to develop Student-Built Satellites in co-operation with international space exploration agencies based on the **"open collaboration philosophy"** paradigm.

This MoU represents an understanding of the Roles and Responsibilities of both the Organizations to progress the proposed Student Satellite Mission and provides an umbrella understanding by both the Organizations to work together to meet the objectives of all aspects of the Student Satellite Mission including training and assessment, mission identification, programme funding, structuring of institution project teams, development of subsystems, satellite assembly integration and test, coordination for regulatory approvals, satellite launch and deployment.

The activities that are envisaged to be progressed under this MoU would include, but are not limited to:

- ITCA agrees to support Education / Training / Multidisciplinary Research & Developmental Projects and Initiatives focused on Student Satellite Development through its members; and Research Personnel / Subject Matter Experts identified by them for the Projects.
- ITCA will lead the activity to identify and enlist Indian Government Departments, Research Organizations and global technology partners, funding agencies in India and abroad, and structure the overall Satellite Development Mission with comprehensive programme management and project management teams for successful mission completion. ITCA will facilitate induction of technology and domain experts from Institutions, Industry and Entrepreneurs to ensure mentoring Institution teams over the duration of the mission.
- ITCA will assist the Institution to raise the capital required for funding this programme either within the country or abroad, as per the terms and conditions mutually discussed and documented in follow-on specific Agreements with stakeholders.
- Both the agencies, ITCA and **Vardhaman College of Engineering, Hyderabad** agree through this MoU, to meet periodically to Review and Monitor the progress of the Student Satellite Project and Initiatives.
- ITCA will work with the Institution to develop thought leadership and knowledge repository on student satellites through publications including papers, monographs, filing patents and IPRs. ITCA will support activities including incubation and assisting start-ups.



- Both the Organizations, ITCA and Vardhaman College of Engineering, Hyderabad agree to identify responsible persons as Points of Contact, to network and communicate with all the personnel concerned, for effective progressing of the Projects and Initiatives.
- Both the Organizations, ITCA and Vardhaman College of Engineering, Hyderabad proactively will provide inputs to strengthen the academic curriculum to meet the needs of the space industry. Students successful in the courses structured as part of the Student Satellite Mission will receive a joint certification from ITCA and the Technology Partner(s) delivering the courses.
- ITCA will facilitate international collaborations as per the requirements of the Mission.
- Both the Organizations, ITCA and Vardhaman College of Engineering, Hyderabad agree to support each other in organising national and international conferences, symposia, seminars, workshops, training programs, competitions and other such events.

Validity of the MoU

The validity of this MoU will be for Three Years from the date of signing this MoU. This MoU may be terminated by a prior notice of not less than three months by either party.

In witness whereof both parties above mentioned have set their hands to this MOU on the day and year herein above mentioned.

Signed by

Dr. L.V. Muralikrishna Reddy
President
Indian Technology Congress Association (ITCA)

Signed by

Dr. T. Vijender Reddy
Chairman
Vardhaman College of Engineering, Hyderabad

Witnessed by

Witnessed by

02/04/2019
Dr. K.M. BABU

Organization Seal:



Organization Seal:





Indian Technology Congress Association

Expression of Interest / Letter of Intent

Indian Technology Congress, #3,4th Floor, 1st Main BDA Layout, Kodihalli, HAL 2nd Stage, Bangalore-560008, Represented by **Dr. L.V. Muralikrishna Reddy, President, ITCA, Bangalore** herein referred as (First Party) and Engineering College **Vardhaman College of Engineering, Hyderabad** represented by Principal/Authorised representative herein referred to as (Second Party) duly agree to come to an agreement under the following conditions.

Terms and Conditions of (First Party)

- Initiating the building and launching of student satellite.
- Provide opportunities to access to funding the project including the Soft Loan by funding agreement on mutually agreeable terms.
- Assistance to Patent Filing, Ideas, Innovation, and Productization.
- Providing access to Resources for Training & Workshop on Small Satellites, Machine Learning & AI.
- Start-up based incubation procedures & utilities.
- Seminars/Workshops on the latest emerging Trend in Technology.

Terms and conditions of (Second Party)

- The institution agrees to collaborate on Student Satellite Project based on the understanding of the business model (which will be discussed on case to case basis).
- The institution will provide the required space and infrastructure for the project mentioned there in the detailed MOU (which will be signed after the terms and conditions are agreed upon by both the parties after deliberations).
- The Institution will sign the MOU for a period of FIVE years.
- Finance and business will be discussed on signing the MOU on Stamp Paper as agreeable to both the parties.

First Party

Name: **Dr. L.V. Muralikrishna Reddy**

President, Indian Technology Congress Association

Bangalore

M: 98452 24134

E-mail: president@itca.org.in



Second Party

Name: **Dr T Vijender Reddy**

Designation: **Chairman**

Institution: **Vardhaman College of Engineering**

Place: **Hyderabad**

M: **chairman@vardhaman**

E-mail:





VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

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

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "this MoU") is made on the 22nd day of May 2019.

BETWEEN

Vardhaman College of Engineering, (hereinafter referred to as "VCE"), having its address Shamshabad, Hyderabad, Telangana 501218 of one part;

AND

MACHINE INTELLIGENCE RESEARCH LABS, having its address P.O. Box 2259, Auburn, Washington 98071-2259 USA (hereinafter referred to as "MIR Labs") of the other part.

VCE and MIR Labs shall be collectively referred to as "the Parties" and individually as "the Party".

NOW THEREFORE, the Parties hereby agree on the terms of understanding as follows:

PART 1

OBJECTIVES

The principal objective of this MoU is to organize the following two International events at VCE, Hyderabad.

1. 11th International Conference on Soft Computing and Pattern Recognition (SoCPaR 2019).
2. 9th World Congress on Nature and Biologically Inspired Computing (NaBIC 2019)

3. Event dates:

Sno	Event name	dates
1	11 th International Conference on Soft Computing and Pattern Recognition (SoCPaR 2019).	13 th to 15 th
2	9 th World Congress on Nature and Biologically Inspired Computing (NaBIC 2019)	December 2019

Number of participants is limited to 150, for both the events.

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

PART -2
RESPONSIBILITIES OF BOTH THE PARTIES

VCE agrees to the following:

1. To manage local organization of the two events. The detailed list of items with estimated cost is enclosed at annexure-1
2. Staff will act as Organizing /Technical program chairs at the required capacity.
3. Make local publicity of the two events
4. Provide the required infrastructural services for both the events.
5. Staff and students will be provided for Volunteering services for the two events.
6. To raise any local sponsorship from external agencies to be used for the expenses detailed in annexure-1

MIR Labs, agrees to the following:

1. To manage the air fare expenses for 2-3 plenary speakers and attending conference chairs from outside India.
2. To manage all publication related costs for the conference proceedings. This includes, managing the submission system, reviews, notification and camera ready production and coordinating with all authors.
3. To manage the website for both events
4. To manage the publicity team for both events and work closely with the local organizers.
5. Registration income will be used to manage above items 1, 2 and 3.

PART 3
CONFIDENTIALITY

The Parties undertake to observe confidentiality towards other parties not concerned or connected with this MoU. Any Confidential Information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.

Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.

The confidentiality obligation as set out in this MoU shall continue to remain in force for a period of three (3) years as from the date of expiry or termination hereof.

PART 4 DURATION

This MoU shall commence on the date of its execution by the Parties and shall remain in force in accordance with Part 4 herein, or on December 20, 2019, whichever is earlier.

PART 5 TERMINATION OF MoU

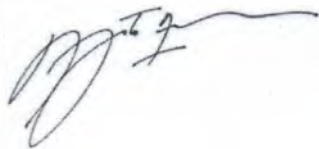
Either Party may end this MoU by giving at least one hundred and Eighty (180) days notice in writing to the other Party. This MoU may be amended, varied or supplemented in writing subject to mutual consent of the Parties.

Any difference or disputes between the Parties concerning the interpretation or implementation or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiations and upon the failure of the same; each party is at liberty to refer the said matter for legal redress without reference to any third party or international tribunal.

The Parties have caused this MoU to be signed in their respective names as of the day and year first above written.

**MACHINE INTELLIGENCE RESEARCH
LABS**

Signed by:



PROF DR. AJITH ABRAHAM
Director (MIR Labs)

Vardhaman College of Engineering

Signed by:



PROF DR. SAI SATYANARAYANA REDDY
Principal (Vardhaman College of Engineering)

**PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.**



Annexure-1

No.	Heading	Cost per unit	Number of units	Total amount
1	Conference kit (Conference bags , scribbling pads ,pens)	1000	150	150000
2	Book of abstracts hard copy	100	150	15000
3	Local Transportation	4000	4 cabs	16000
4	Certificates	15	150	3000
5	Banners /Display	1000	5	6000
6	Accommodation for speakers	5000(one day)	5 speakers	25000
7	Food(Includes lunch, high tea-2 times)	500(two days)	150	75000
8	Gala Dinner(food) one night	500	150	75000
9	Memento ,shawls	500	30	15000
	Total			3,80,000
	Miscellaneous	15000	1	20,000
	Estimated Budget Rounded			4,00,000/-

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MoU") dated 03-10-2018 is made by and between **IDEALABS FutureTech Ventures** (hereinafter referred as the "IDEALABS") and **Vardhaman College of Engineering** an Educational Institution managed and run by **Vardhaman Educational Society** registered under Societies Regulation Act through its **Principal Dr. S. Sai Satyanarayana Reddy** who is duly authorized to sign this Agreement (herein referred to as Academic Partner (Member – Global Academic Alliance Partner)).

1. Intent:

The purpose of this MoU is for the parties to this Agreement to work together to maximize the benefits to each other. IDEALABS is a leading product development and consulting company on emerging technologies such as Blockchain, IoT, Artificial Intelligence, Cyber security and allied areas. IDEALABS has started several initiatives for skills, innovation and entrepreneurship development on campus. Academic Partner agrees and IDEALABS hereby appoints **Vardhaman College of Engineering** as an Academic Partner.

2. Relationship:

This MoU does not authorize the Academic Partner to act for IDEALABS as its agent or to make any commitment on behalf of IDEALABS. No person shall be admitted as an associate of IDEALABS without its consent and written approval.

3. Terms of MoU:

- a. IDEALABS shall carry out its activities under this MOU through the branding of **IDEALABS** and its affiliate **Block91**, represented by Mr. Pankaj Diwan.
- b. THE Academic Partner agrees and acknowledges that this MoU does not entail any commercial liability upon IDEALABS, and that IDEALABS shall not be liable for any compensation or payments.

4. Proposed List of Activities

a. Mentor Connect

IDEALABS shall get renowned Entrepreneurs and Mentors on Campus to interact and inspire the students on topics related to emerging technologies

b. Bootcamps & Hackathons

IDEALABS shall conduct bootcamps and hackathons across different emerging technology platforms

c. Corporate Challenges

IDEALABS shall identify, create and provide mentoring for corporate challenges around emerging technologies to encourage students to compete and raise their benchmarks.

d. International Contests

IDEALABS shall identify and provide mentoring for International contests on emerging technologies.

e. Summer School

IDEALABS shall conduct a four week summer school programme on emerging technologies from Ideation to Prototype development.

f. Centre of Excellence

IDEALABS shall set up Tinkering Labs, Maker space, Incubation Centre and Centre of Excellence in emerging technologies through its expertise and its partnership with global leaders in respective technologies.

g. Product Development and Incubation

IDEALABS shall provide Product development consulting to selected and eligible set of students and provide Incubation for the product development on emerging technologies.

h. Entrepreneurship Development

IDEALABS shall conduct bootcamps, product Incubation, investor connect for entrepreneurship awareness and development on emerging technologies based startups

i. E-Summits and Maker Faire

IDEALABS shall conduct E-Summits and Maker Faire to showcase the talent of students to the larger ecosystem Industry bodies and Investors

j. Funding Opportunities

IDEALABS shall help college in submission of proposals for funding from DST and other government bodies.

k. Co-Innovation

IDEALABS shall sign tri-party agreements with International Incubators and Accelerators, Universities and Corporates for co-innovation

l. Joint Research

IDEALABS shall assign/outsource Research and Product development in collaboration with college to create Intellectual Property. A joint team comprising members of IDEALABS and Academic Partner shall work in collaboration to accomplish the goals of the projects.

m. Faculty Development Programme

IDEALABS shall conduct Faculty Development programme and provide necessary training as an ongoing activity on varied Leading edge technologies and other relevant areas to the faculties /Lecturers /Professors of the Academic Partner. Senior trainers with vast Industry experience will conduct the training.

n. Certification Programme

IDEALABS shall conduct, Internationally recognized certification courses on emerging technologies to further improve the skill set and placement eligibility of students.

5. Publicity:

Both party hereby grant the other Party, the express right to use their company logo in marketing, sales, financial, and public relations materials and other communications for the purpose of conveying the relationship and understanding among the parties. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

6. Limitation of Liability:

Under no circumstances shall IDEALABS be liable for any direct, indirect, incidental, special, or consequential damages (including without limitation damages for lost profits or savings) incurred by the Academic Partner or any third party, even if IDEALABS has been informed of the possibility of such damages.

7. Amendment to the Agreement:

This MOU supersedes any other agreement, whether written or oral. During the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU, or entering into another Agreement on mutually agreed terms. These modifications/alterations will be mutually discussed and agreed upon in writing.

8. Term

This MOU is at-will and may be modified by mutual consent of both the parties. This MOU shall become effective upon signature by the authorized officials from both parties, and will remain in effect until terminated by any one of the parties with notice of at least 30 days to the other party.

Approved & Accepted:

For IDEALABS FutureTech Ventures


Name: Pankaj Diwan
Title: CEO


For Vardhaman College of Engineering

PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Name: Dr. S. S. Satyanarayana Reddy
Title: Principal



BERKADIA

Memorandum of Understanding

Between

Berkadia Services India Private Limited

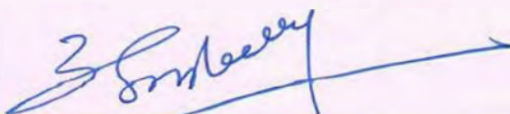
And

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.

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.

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

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

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



MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MoU") dated 25-07-2018 is made by and between **Eleven01 Technologies** (hereinafter referred as the "Firm" or "Eleven01"); **Idealabs Futuretech Ventures**, address at 3-9-104, Krishnapuri colony, West Marredpally Secunderabad 500026 (hereinafter "Idealabs"); and **Vardhaman College of Engineering** an Educational Institution managed and run by Vardhaman Educational Society registered under Societies Regulation Act through its Principal Sri S. Sai Satyanarayana Reddy who is duly authorized to sign this Agreement (herein referred to as "Academic Partner").

1. Intent:

The purpose of this MoU is for the parties to this Agreement to work together to maximize the benefits to each other. Eleven01 is working towards building India's first native blockchain protocol that will bolster the growth of blockchain-based initiatives in the country. Academic Partner agrees and the Firm hereby appoints **Vardhaman College of Engineering** as an Academic Partner of Eleven01.

2. Relationship:

This MoU does not authorize the Academic Partner to act for the Firm as its agent or to make any commitment on behalf of the Firm. No person shall be admitted as an associate of the Firm without its consent and written approval.

3. Terms of MoU:

- a. Firm shall carry out its activities under this MOU through Idealabs and its affiliate Block91, the Firm's 'Blockchain Training Partner', represented by Mr. Pankaj Diwan.
- b. THE Academic Partner agrees and acknowledges that this MoU does not entail any commercial liability upon the Firm or its associates, affiliates, and partners, and that the Firm shall not be liable for any compensation or payments.

4. Proposed List of Activities

To the best of its endeavor, Eleven01 shall carry out the following:

a. Mentor Connect

Firm shall arrange for getting renowned Entrepreneurs and Mentors on Campus to interact and inspire the students on topics related to Blockchain

c. Corporate Challenges

Firm shall arrange for the identification, creation and provision of mentoring for corporate challenges around Blockchain technology to encourage students to compete and raise their benchmarks.

d. International Contests

Firm shall arrange for the identification and provision of mentoring for International contests on Blockchain technology.

e. Product Development and Incubation

Firm shall arrange for the provision of Product development consulting to selected and eligible set of students and provide Incubation for the product development on Blockchain.

f. Entrepreneurship Development

Firm shall arrange for the conduct of bootcamps, product Incubation, investor connect for entrepreneurship awareness and development on Blockchain solution based startups

g. E-Summits

Firm shall arrange for the conduct of E-Summits and Maker Faire to showcase the talent of students to the larger ecosystem Industry bodies and Investors

h. Funding Opportunities

Firm shall arrange to help college in submission of proposals for funding from DST and other government bodies.

i. Co-Innovation

Firm shall arrange for the signing of tri-party agreements with International Incubators and Accelerators, Universities and Corporates for co-innovation

j. Joint Research

Firm shall arrange for the assigning/outsourcing of Research and Product development in collaboration with college to create Intellectual Property. A joint team comprising members of Idealabs and Academic Partner shall work in collaboration to accomplish the goals of the projects.

k. Faculty Development Programme

Firm shall arrange for the conduct of Faculty Development program and providing necessary training as an ongoing activity on varied Leading edge technologies and other relevant areas to the faculties /Lecturers /Professors of the Academic Partner. Senior trainers with vast Industry experience will conduct the training.

l. Certification Programme

Firm shall arrange for the conduct of internationally recognized certification courses on Blockchain technology to further improve the skill set and placement eligibility of students.

5. Publicity:

Both parties hereby grant the other Party, the express right to use their name and logo in marketing, sales, financial, and public relations materials and other communications for the purpose of conveying the relationship and understanding among the parties. Other than as expressly stated herein, neither party shall

ELEVEN01 TECHNOLOGIES

Registered office: 4-6-118, Ram Bagh, Attapur, Hyderabad, Telangana, – 500 048, India

use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

6. Limitation of Liability:

Under no circumstances shall Firm be liable for any direct, indirect, incidental, special, or consequential damages (including without limitation damages for lost profits or savings) incurred by the Academic Partner or any third party, even if the Firm has been informed of the possibility of such damages.

7. Amendment to the Agreement:

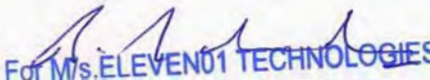
This MOU supersedes any other agreement, whether written or oral. During the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU, or entering into another Agreement on mutually agreed terms. These modifications/alterations will be mutually discussed and agreed upon in writing.

8. Term

This MOU is at-will and may be modified by mutual consent of both the parties. This MOU shall become effective upon signature by the authorized officials from both parties, and will remain in effect until terminated by any one of the parties with notice of at least 2 weeks to the other party.

Approved & Accepted:

For Eleven01 Technologies


For M/s. ELEVEN01 TECHNOLOGIES

Name: Mr. Ramachandran Iyer

Authorised Signatory Partner

SPOC Name:

SPOC Contact details:

SPOC Email id:

For Vardhaman College of Engineering



Name: Dr.S.Sai Satyanarayana Reddy

Title: Principal PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.

SPOC Name:

SPOC Contact details:

SPOC Email id:

For Idealabs Futuretech Ventures


Name: Pankaj Diwan
Authorised Signatory

SPOC Name:

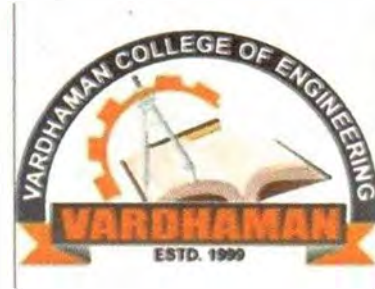
SPOC Contact details:

SPOC Email id:



ELEVEN01 TECHNOLOGIES

Registered office: 4-6-118, Ram Bagh, Attapur, Hyderabad, Telangana, – 500 048, India



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.

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- 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".

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

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- 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:

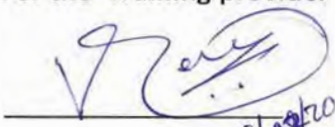

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

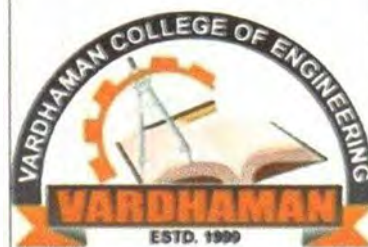
For the "Training Centre"


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



For the "Training provider"


18/09/2018

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



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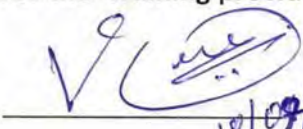
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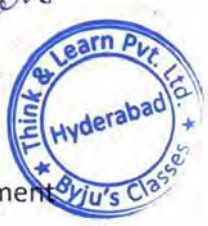
For the "Training Centre"


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For the "Training provider"


18/09/2018
V.V.K Rao V
Head – Business Development
A.P & Telangana





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-excite, 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.

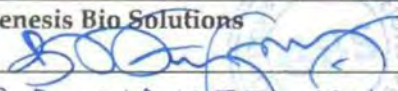
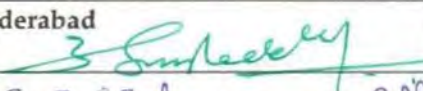



18. APPLICABLE LAW

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



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 Dean, California State 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

[Unsubscribe_principal@vardhaman.org](mailto:unsubscribe_principal@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

www.vardhaman.org

info@vardhaman.org

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

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 30 days 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

Signature:

Name: Mr. Phani Pattamatta

Designation: Executive Director

Address:

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

Date: 03 April 2018

Seal:

Witness

Signature:

Name:

Designation:

For INSTITUTIONAL MEMBER

Signature:

Name: Dr. S. Sai Satyanarayana Reddy

Designation: Principal

Address:

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

Seal:

Witness

Signature:

Name:

Designation:

Authorised Signatory

D-5/STP(V)/C.R.1093/02/10/710-14/10

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



redhat

**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
(mark all that apply)		
<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 India Private Limited

Sovik Bromha
Signature

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

5/1/2018



BID DESK APPROVED

December 2015

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

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




Principal
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad

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).



3hdeey
Principal
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad

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.





My NetAcad

I'm Managing

I'm Learning

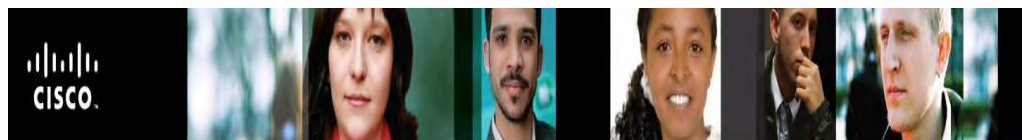
[← Return](#)

Cisco Academy

Vardhaman College of Engineering

Membership Agreement

[Print Agreement](#)



Cisco | Networking Academy®
Mind Wide Open™

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

Berkadia Services India Private Limited

And

Vardhaman College of Engineering

This memorandum of understanding is made on June 15, 2017 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 Near Vardhaman Cricket Stadium, Shamshabad, Kacharam, Telangana 501218. 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; the two institutions agree upon the following:

- 1.1 Berkadia Services India Private Limited & Vardhaman College of Engineering, Joint Training Program (JTP) to be offered to selected students from B.Tech stream
- 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 Joint Training Program.
2. Berkadia Services India Private Limited agrees to :
 - 2.1 Develop the JTP curriculum and communicate the same to Vardhaman College of Engineering
 - 2.2 Conduct lectures for the portion of the curriculum, if needed.
3. Vardhaman College of Engineering Institutions agrees to:
 - 3.1 Ensure infrastructure facilities / needs



VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

Affiliated to JNTUH, Approved by AICTE.

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

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.
5. The offers will be made to theselect students by Berkadia Services India Private Limited post successful completion of the training, exam and interview.
6. 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.
7. 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.
8. Each institution shall designate a liaison officer to develop and co ordinate the specific activities agreed up on.
9. This Memorandum of Understanding imposes no financial obligation on either party.
10. 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.
11. 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.
12. On completion of training period once the student joins Berkadia, certificate of qualifying examination of the student should not be issued by the college till he completes one year of service with Berkadia.
13. This memorandum shall remain in effect until terminated by either party.



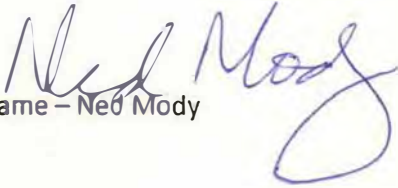
VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

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

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.

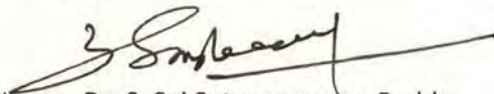
For Berkadia Services India Private Limited


Name – Neo Mody

Designation – Managing Director

Date July 13, 2017

For Vardhaman College of Engineering


Name- Dr. S. Sai Satyanarayana Reddy

Designation- Principal

Date 13/07/2017



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.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.

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



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



ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA

(Sponsored by IDBI, IFCI, ICICI, & SBI)

Regional Off. :

102, 70th Cross, 17th 'A' Main Road, 5th Block, Rajajinagar, Bangalore - 560 010.
Tel : +91-80-23119361. Telefax : 23119360 E-mail : ediro@viasbg01.vsnl.net.in

MEMORANDUM OF UNDERSTANDING

INSTITUTIONAL COLLABORATION FOR ESTABLISHMENT OF PROJECT GUIDANCE CENTRE FOR DIPLOMA IN ENTREPRENEURSHIP & BUSINESS MANAGEMENT (DEBM)

This Memorandum of Understanding (MoU) is entered into as on **19-11-2016** between **Entrepreneurship Development Institute of India**, having its head office at Village & PO Bhat-382428, District Gandhinagar (Gujarat)

AND

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

The parties hereto agree as follows:

1. **Vardhaman College of Engineering** (Project Guidance Centre) shall nominate a resource person who will link between learners, EDI & Centre. Project Guidance Centre will promote the course; register learners; provide counseling; organise two contact sessions of three days' duration each; evaluate assignments; assist and evaluate the business plan; conduct and evaluate term end examination; & provide other support as required by the learners. **Prof. Vivek Kulkarni** will act as the programme coordinator on behalf of the Project Guidance Centre.
2. The Project Guidance Centre will enroll the learners as per the eligibility criteria after collecting a fee of Rs. 14,375/- from each learner in the form of D.D favouring EDII payable at Ahmedabad on any commercial bank.
3. The Project Guidance Centre will deposit a non interest bearing, refundable deposit of Rs. 25,000/- with EDI.
4. The Project Guidance Centre shall Enroll minimum 40 DEBM Learners from the point of signing of this MoU on or before 31st March 2017. In case the Project Guidance Centre fails to adhere to this, the MoU will be automatically terminated. EDI shall renew the MoU with the Project Guidance Centre upon regular review of the Project Guidance Centre's performance on an annual term basis.
5. EDI will refund the caution deposit of Rs.25,000/- after the minimum enrollment of 80 learners within two years from the date of signing this MOU by the Project Guidance Centre, is achieved. However, if the above mentioned conditions (Point 4 & 5) are not complied with, the caution deposit of Rs.25,000/- will be forfeited by EDI.
6. The Project Guidance Centre will share the feedback obtained from learners on the support services provided by them with EDI on quarterly basis, in the prescribed format.
7. The Project Guidance Centre will provide necessary follow-up support to learners to facilitate speedy implementation of their projects.
8. The Project Guidance Centre will keep all the information confidential.
9. The Project Guidance Centre will update EDI with the status of learners on a quarterly basis, in a prescribed format.
10. EDI will supply necessary publicity material in line with the number of learners registered for the programme and one set of printed study material free of cost to the Project Guidance Centre.
11. EDI will provide Faculty support for a period of 70 Hours in one year for a batch size of 50 Learners.



ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA

(Sponsored by IDBI, IFCI, ICICI, & SBI)

Regional Off. :

102, 70th Cross, 17th 'A' Main Road, 5th Block, Rajajinagar, Bangalore - 560 010.
Tel : +91-80-23119361, Telefax : 23119360 E-mail : ediro@glasbg01.vsnl.net.in

12. EDI will provide term end examination question paper one week ahead of date of term end examination.
13. EDI will award the Diploma in Entrepreneurship & Business Management to learner's on successful completion of course, submission of evaluated business plan, scoring a minimum 50% of marks; or; successful launch of enterprise within one year of joining the course.
14. The Project Guidance Centre can download prospectus and application form from our website www.ediindia.org
15. EDI reserves the right to amend the above mentioned terms and conditions.

The above terms and conditions are agreed upon by **Vardhaman College of Engineering** (Project Guidance Centre) and EDI. This arrangement is valid for two years with effect from the date of signing the MoU; continuation of which will depend upon subsequent reviews and mutual consent.

EDI

Entrepreneurship Development Institute of India, Ahmedabad

P.O.Bhat-382 428, Gujarat

Tel: (079) 23969161/23969163

(Direct Line) : (079) 23969162

Fax: (079) 23969164

Email : olpe@ediindia.org

Website: <http://www.ediindia.org>

Signature : 

Name : Mr. Raman Gujral

Designation : Associate Sr. Faculty, EDI

Date : 19-11-2016

Project Guidance Centre

Name : **Vardhaman College of Engineering**

Address : Kacharam, Shamshabad

Hyderabad, Telangana, India

Tel No : 08413 - 253335, 253201

Fax : 08413 - 253482

Email : principal@vardhaman.org,

info@vardhaman.org

Website: www.vardhaman.org

Signature : 

Name : Dr. S. Satyanarayana Reddy

Designation: PRINCIPAL

Date : 19-11-2016

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:

- a. To promote interaction between VMEG and EMBEDDEDRF 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 VMEG & EmbeddedRF.

2. PROPOSED MODES OF COLLABORATION

VMEG and EMBEDDEDRF propose to collaborate through:

- a. 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.
- b. 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.
- c. Training students through Continuing Education Programmes conducted by EMBEDDEDRF in areas of interest to VMEG & latest in the IT industry.



EmbeddedRF Technologies

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



EmbeddedRF Technologies

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



**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.

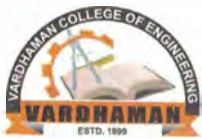
AND

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, Sector 56, 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.





VARDHAMAN COLLEGE OF ENGINEERING

(AUTONOMOUS)

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

- 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.



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.



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

(AUTONOMOUS)

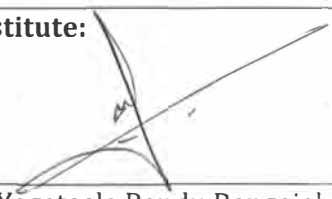


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Accredited by NAAC with 'A' Grade and ISO 9001:2008 Certified

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.



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
<p align="center"><i>The signature of the Parties below indicates their agreement with the MOU.</i></p>	
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.

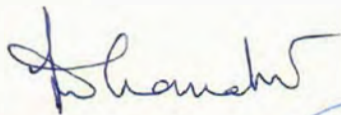
EXTENSION OF MEMORANDUM OF UNDERSTANDING

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.

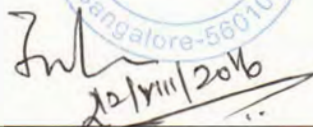
For NI Systems India (Pvt) Ltd



Solaikutty Dhanabal,

Academic Program Manager, India

Witness:


22/08/2016

Visweswaran Jagadeesan,

Sr. Academic Technical Consultant, NI Blre

Date: 22nd August 2016

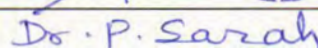
For VARDHAMAN COLLEGE OF
ENGINEERING, HYDERABAD



Authorized Signatory

Witness:

Principal
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad


Do. P. Sarah

Date 22/08/2016



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.

NARENDER SINGH
LICENSED STAMP VENDOR
LIC. No. 16-03-11/2011 R.L. No. 12/2014
H. No. 14-10-27, JHINSI CHOWRAHA
DHOLPET, 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.



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





- 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: **Jagan Sankar Boro**

Designation: **MANAGER SWCS**

Signature: _____

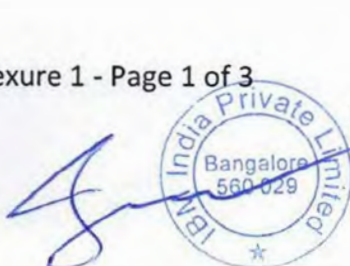


Annexure I to IBM Career Education MoU

- 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.



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.
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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.



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.



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.

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The following value added programs have been identified to start in Academic Year 2016 at VCE:

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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



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.




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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.



Dr. S. Sai Satyanarayana Reddy
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PRINCIPAL
Vardhaman College of Engineering
Shenai Road, 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.



NON-BINDING MEMORANDUM OF UNDERSTANDING

Name of the Institute Partner:	VARDHAMAN COLLEGE OF ENGINEERING
City:	HYDERABAD
Address:	Shamshabad - 501218 HYDERABAD, Telangana India
Term:	1 st April, 2016 (Effective Date) to 31 st March, 2019

NEN is the flagship initiative of the Wadhvani Foundation founded in 2003 by Dr. Romesh Wadhvani for philanthropic objectives. The Foundation is driving economic growth in India and other countries through large-scale initiatives in job creation and skill development. (www.wadhvani-foundation.org, www.nen.org)

NEN, has been a pioneer in building entrepreneurial ecosystem across the country and plays a pivotal role in job creation through entrepreneurship development.

By entering into this Memorandum of Understanding (MoU) which is non-binding in nature and does not create any legal obligations between the Parties, except for the confidentiality provisions in this MoU, the Institute Partner and NEN agree to work together to systematically develop the entrepreneurship capabilities of the Institute Partner leveraging NEN high impact methodologies, models, content frameworks and best practices for entrepreneurship development and sustainable infrastructure and programs.

Institute Partner and NEN are hereinafter individually referred to as a "Party" and collectively as the "Parties" as the context may require.

1. GOALS AND SCOPE OF THE PARTIES:

a) Intent and goals:

The common intent and goals of both Parties in this MoU is to develop impactful programs, people capacity, institutional and organizational structures and policies within the Institute Partner for entrepreneurship development towards the goal of creating entrepreneurial students, student entrepreneurs, and new entrepreneurs.

b) Roles of the Parties:

Both Parties are committing to sincerely fulfilling their roles and responsibilities to the fullest in order to accomplish the defined goals mutually outlined by them. Specifically responsibilities include:

NEN shall provide the following:

- Overall guidance on the development of entrepreneurship ecosystem at the Institute Partner.
- Define goals and outcomes in a progressive manner for highest success by structuring the Partner's development process towards the expected outcomes.
- Guide and create access to developing faculty and students through training, practice and mentoring as required. Faculty would be enabled to run entrepreneurship educational programs, facilitate experiential programs, and work effectively with student entrepreneurs and new start-ups.
- Deliver support for students and student entrepreneurs through online and classroom training, experiential learning, mentoring and networking.
- Experiential content, curricula, tools and how to use it for different kinds of programs including courses, competitions, mentoring programs, campus companies etc.
- Tools and methodologies for measuring progress and outcomes from programs.
- Guidance and support in building entrepreneur community more specifically in building entrepreneurial panels of mentors, and experts for the various kinds of programs.
- Access to NEN resources including online courses, entrepreneur videos, mentor connect, entrepreneur support services, webinars and clinics for entrepreneurs etc.

Institute Partner shall provide the following:

- Full commitment from the management to help develop the institution's entrepreneurship capacity.
- Facilitate necessary policies to enable integration of entrepreneurship education within the Institute Partner.
- Facilitate & support entrepreneurship courses, programs and activities on a regular basis; Allocate necessary resources and permissions to enable implementation.
- Assign at least 2 faculty with a deep interest in entrepreneurship and are willing to be trained to mentor and train mentor students to develop them into entrepreneurs and entrepreneurial leaders.
- Facilitate necessary permissions to integrate the NEN curriculum and the Ecell program as part of the mainstream syllabus or as elective courses.
- The Institute Partner on a quarterly basis will share the details of student entrepreneurs on campus, alumni entrepreneurs, students joining Startups and details of students participating in various entrepreneurship programs through the year. The NEN Trust may publish aggregate information on impact both within and outside the network.
- The institute will also share, at the start of the year/semester, the database of students enrolling for entrepreneurship courses/programs and on a monthly basis the details of Ecell activities and participation.
- Institute Partner to enthuse & engage students towards entrepreneurship.

- Assign dedicated faculty team with the interest, motivation and ability to be an entrepreneur educator and facilitator. Enable their training and exposure progressively to maximize impact.
- Create accountability for the team to show progress and results in entrepreneurship development.
- The Institute Partner will acknowledge NEN, as a patron organization, in programs & events run for entrepreneurship development. NEN will similarly appropriately showcase the Institute Partner's levels of outcomes and development based on the current standards at the network.

2. REVIEW PROCESS

Both Parties should expect to review progress at least on a half yearly basis to ensure that things stay on track. Additionally, we should expect that the final review of the year would be in the presence of the Head of the Institute Partner to ensure that the management is fully appraised on the development. The Institute Partner would be expected to track progress and data of students, student entrepreneurs, and entrepreneurs that they will work with during the course of this association.

3. BRANDING

NEN strives to support and grow the best programs and institutes beyond the confines of this MoU and hence would happily both co-brand, co-certify and market Partner programs. However, the NEN brand is upheld not only because of the lead thinking in Entrepreneurship & best practices but also for the quality of Content, Program Management, Delivery Standards, Material, tools, etc. Hence any co-branding, co-certification, IP and marketing association for a program would be subject to quality assessment and prior approval on a case to case basis with individual partners and respective programs. This MoU does not automatically include co-branding or co- certification or marketing of programs run by Partner institutions. Any discussions on those would be on a case to case basis between the Institute Partner and NEN.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all Intellectual Property Rights in their respective Intellectual Property and nothing contained in this MoU, nor the use of the Intellectual Property on the publicity, advertising, promotional or other material in relation to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's Intellectual Property. Without prejudice to the generality of the foregoing but notwithstanding anything contrary contained herein, the Institute Partner shall own and retain ownership (as the case may be)

of all Intellectual Property Rights in the Institute Partner IP, and NEN shall own and retain ownership (as the case may be) of all Intellectual Property Rights in the NEN IP.

5. REPRESENTATIONS AND WARRANTIES

- a) Each Party hereby represents and warrants to the other that all the Intellectual Property made available or contributed by it hereunder does not violate the Intellectual Property Rights of any third party.
- b) It is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MOU; and
- c) The execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it

6. CONFIDENTIALITY

- i. The Parties acknowledge that during the term of this MoU each Party may obtain confidential and/or proprietary information of the other Party including but not limited to financial or business information, contracts and employee details (collectively, "Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of the receiving Party
- ii. The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party. The receiving Party agrees to undertake reasonable measures to ensure that the Proprietary Information is kept confidential and to disclose Proprietary Information to its employees, officers, directors or representatives on a need to know basis only.
- iii. The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it has knowledge.

7. TERM, RENEWAL AND TERMINATION

- i) Subject to the execution of the definitive agreements this MoU shall be in force for a period of 3 (three) years from the Effective Date ("Term").
- ii) The Term may be extended by the mutual consent of the Parties in writing. In the event the Parties seek to extend the Term they shall do so by entering into a new agreement, containing mutually agreed terms, within 30 (thirty) days prior to the expiry of the Term.

- iii) This MOU may be amended at any time before the expiry of its term by the mutual agreement of the Parties in writing. This MOU may be renewed by the mutual consent of the Parties any time before the expiry of its original term for such further term as may be mutually agreed to by the Parties.
- iv) This MoU may be terminated by either Party with immediate effect in the event that the other Party commits a breach of any representation, obligation, or term of this MoU and the same is not cured within 30 (thirty) days of receipt of a written notice from the Party.
- v) This MoU may be terminated without cause by service of a prior written notice of 60 (sixty) days. Regardless of the termination of this MoU, the Parties responsibilities and obligations hereunder shall continue with respect to the roles and responsibilities mentioned above in Clause 1 prior to the date of termination.
- vi) Any waiver of any right or remedy under this MOU shall be effective only if it is in writing and signed by or on behalf of the Party entitled to exercise such right or remedy. Any delay by any Party in exercising, or failure to exercise, any right or remedy under this MOU shall not constitute a waiver of the right or remedy under this MOU or a waiver of any other rights or remedies and no single or partial exercise of any rights or remedies under this MOU or otherwise shall prevent any further exercise of a right or remedy or the exercise of any other right or remedy. No waiver by a Party of any failure(s) of the other Party to perform any provision of this MOU shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

8. ARBITRATION AND GOVERNING LAW

- a) This MOU shall be governed by and construed in accordance with laws of India.
- b) The Parties agree that provisions contained in this MOU do not create any legal obligations between the Parties.
- c) Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation or negotiations between the Parties. If the dispute cannot be resolved within a period of 15 (fifteen) days from the date on which the dispute arises between the senior executives of the Parties, the disputing Party may approach the Courts at Bangalore. The Parties agree to submit themselves to the exclusive jurisdiction of the Court at Bangalore to settle any dispute under this MoU.
- d) The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties.

- e) The Parties are entering into this MOU in good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this MOU who is not otherwise a staff of either NEN or Institute Partner.

9. THIRD PARTY

- a) Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party.
- b) The Parties shall wherever necessary enter into written agreements with/without third parties to facilitate the implementation of specific initiatives. Such agreements will be independent and exclusive of this MOU and shall supersede this MOU.
- c) Subject to NEN's right to nominate third parties to implement specific projects through definite agreements, this MOU cannot be assigned by any Party to any third party, without the prior written consent of the other Party.
- d) Any potential conflict of interest arising from the conduct of activity under/ by this MOU should be declared as soon as it is known by the Parties.

10. MISCELLANEOUS

- a) **Entire Agreement:** This MoU constitutes the entire understanding of the Parties with respect to the Project contemplated herein and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.
- b) **Amendment:** This MoU shall not be amended, changed, modified or discharged in whole or in part except by an instrument in writing signed by both the Parties hereto.
- c) **Relationship of Parties:** Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts nor shall omissions of the other Party, and neither Party shall have the power or authority to speak for or assume any obligation on behalf of the other Party.
- d) **Assignment:** Each Party may assign its rights and obligations under this MoU with the prior written consent of the other Party. Notwithstanding the foregoing, NEN shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written consent of the Institute Partner. It is clarified that:

- i. The assignment or alienation of any part or whole of the Institute Partner IP or NEN IP shall not be construed to be an assignment of rights or obligations under this MoU; and
 - ii. The delegation of any obligations under this MoU by NEN to any person or entity shall not be construed to be an assignment of rights or obligations under this MoU, so long as NEN remains at all times responsible for its obligations under this MoU.
- e) **Indemnity:** This MoU does not contemplate or provide for the exchange of any funds between the Parties. Therefore, save and except for fraud, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU.
- f) **Counterparts:** This MOU may be executed two (2) counterparts each of which when so executed and delivered shall be an original in English language, but all of which shall together constitute one and same instrument.
- a) **Notice:** Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications provided for in this MoU by giving to the other Party not less than 10(ten) days prior written notice. Any notice or other formal communication provided for in this MoU shall be in writing in English and may be transmitted by electronic mail, to the Party to be served at its address set forth below:

Institute Partner:	nen-membership@nenglobal.org
--------------------	------------------------------

Name of Institute Partner's key Faculty Leader & Co-leader (s) to manage the Entrepreneurship Development Affiliation and its deliverables:

Faculty Leader 1	Faculty Leader 2
Name: VIVEK KULKARNI	Name: Md. ASIF
Designation: Professor	Designation: Assoc. Professor
Phone: 9866758870	Phone: 9701526805
Email: vivekdk1971@gmail.com	Email: asif-eee@rediffmail.com

Student Leader 1	Student Leader 2
Name: <u>Laxmi Kaulth Reddy</u>	Name: <u>P. Meher Asees</u>
Phone: <u>8332824891</u>	Phone: <u>8978516616</u>
Email: <u>lxmknthpatlolla754@gmail.com</u>	Email: <u>meheraseel3@gmail.com</u>

Contact Details of Institute Partner's Management Team:

Name: <u>Sree T. UPENDER REDDY</u>	Name: <u>Dr. S. Sai Satyanarayana Reddy</u>
Designation: <u>Secretary</u>	Designation: <u>Director/Principal</u>
Phone: <u></u>	Phone: <u>9502653333</u>
Email: <u>upenteeega@gmail.com</u>	Email: <u>principal@vardhaman.org</u>

Please note you are required to notify NEN in writing upon making a change.

NEN affiliation for your institute during the current year will be managed by the following member of the NEN team.

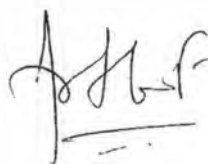
Name:
Designation:
Phone:
Email:

Institute Head



Name: **Dr. S. Sai Satyanarayana Reddy**
B.E., M.E., Ph. D.
Designation: **PRINCIPAL**
Date: **Vardhaman College of Engineering**
Shamshabad, Hyderabad.

NEN, SED Director



Name: **Asgar Ahmed**
Designation: **Director SED, NEN**
Date: **01-04-2016**

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 maybe 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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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

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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 (Microsoft Partner)

This Agreement made and entered into on this 04th day of July 2015 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.

Objectives of the MOU:

The objective of this Memorandum of Understanding is:

- To establish a lab for DevmenIT in VCE & promote interaction between VCE and DEVMENIT in mutually beneficial areas.
- to provide a strong platform in research & development for the students.
- to provide an incubation for mutual benefit of VCE & DevmenIT

Portfolio of DevmenIT:

DevmenIT has established a strong hold in the south as a startup organization & successfully completed imparted the knowledge of latest Technologies. The various certification we carry out are:

Microsoft	HP	IBM
MOS (Microsoft Office Specialist)	HPSU	DB2
MTA (Microsoft Technology Associate)	HP ATA	RAD
MCP (Microsoft Certified Professional)	HP Testing	
MCSD/MCSA (Solution Developer/Associate)	HP QTP/UTF	
MCM(Microsoft Certified Master)	ALM	



We have our dedicated programs like:

- a. DevsparkZ- A 24 hours hackathon by DevmenIT to develop apps by showcasing the creativity & inbuilt talent of the candidate in app development.
- b. GetSetGo- An association with incubated DevmenIT center of excellence to improve the standards in cutting edge technologies resulting in entrepreneurship, employability or research.

Mile stones in the 12 month of our journey:

- a. Implementing DevsparkZ in colleges (Managing minimum of 150 students with an average of 100apps developed over night in each hackathon).
- b. MOS Championship for Microsoft with national finalists from India for 2015. (Contributing 250 students from Hyderabad for 2015) & generated one world champion for India.
- c. MTA certification with specialization in 7 modules (Completed 750 certification in 12 months).

We are associated with the various colleges like Malla Reddy Group, Vardaman Engineering College, Jaya Prakash Narayan Engineering College, ACE Engineering College, etc & organizations like Globarena, JKC, Ementor, EtrainIndia, etc.

GetSetGo Program details:

DevmenIT can be part of Academic program in all the latest & cutting edge technologies in the market & VCE feels they are important of their candidates. As a part of the program we have planned to offer the latest IT developments, technologies & basic essential skills to the candidates we put forward our proposal for program:

Contribution from DevmenIT:

- 1. Resource Person(Trainer for all throughout the period)*
- 2. Training Material(Soft Copy in all the categories required)

3. Guest lectures for the students(2 per semester in Numbers from Qualified Resource Persons in Industry)
4. Research & Development opportunity for students in the lab.
5. CEO DevmenIT personally take a sessions additionally on latest technologies and inspirations documentaries.
6. Global Exposure platform for the students

Contribution from Vardaman College of Engineering:

1. Lab infrastructure establishment & maintenance (Minimum of 10 Computers/ Laptops, Discussion Platform and a Mentor Cabin).
2. Allowing Research & Development students with OD(On Duty).
3. Good internet facility & projector for Audio/ Video learnings.
4. Faculty in charge(Only for reporting from college as a representative)
5. Opportunity for Student ITalk program between students of 1st & 2nd years.
6. Allowing the DevmenIT representative(Maximum 2 in the college transport)

Commercials:

The commercials involved in the program are completely null and if the college is interested in using the DevmenIT resource for college operations or lab programing the resource cost can be shared by both the parties on a common understanding with mutual benefit.

Benefits:

- ✓ The DevmenIT is interested will be an internal incubated organization supporting VCE
- ✓ Exposure to Research & Development
- ✓ Imagine Cup & other Microsoft Championships targeted programs
- ✓ Industry connectivity & programs (commercial & Non-commercial)

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, arbitration of disputes and applicable law.

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.



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.

Terms & 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.

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 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.

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

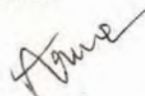
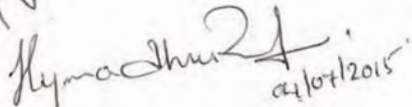
By : 

Name : DR. S. Sai Satyimalayana Reddy

Title : Principal

Date : 4-07-2015

Witness :

1. 
2.  04/07/2015

On behalf of:

DevmenIT Hyderabad

By : 

Name : K. Nagakumar

Title : CEO

Date : 04-07-2015

Witness :

- 1.
- 2.



తెలంగాణ తెలంగాణ TELANGANA

B 499002

Sl. No. 2585 Date 28.11.15
Sold to M. Gopichand N.M. Balasubrahmanyam
For Whom Vardhaman College of Engineering
H. RAVINDER RAO
SVL No. 15-11-006/1994
RL No. 15-11-006/2015
3-13, Kukatpally, R.R. Dis
9848924728

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING between **National Small Industries Corporation - Technical Service Centre** A Govt of India Enterprise under Ministry of MSME office at Electronic Complex, Kamala Nagar, Kushiaguda, Hyderabad-62 referred to as NSIC -TSC- Hyderabad.



National Small Industries Corporation

राष्ट्रीय लघु उद्योग निगम लिमिटेड


NSIC- TECHNICAL SERVICES CENTRE, HYDERABAD

And



VARDHAMAN COLLEGE OF ENGINEERING
(Autonomous)

Shamshabad - 501 218, Hyderabad


U. VENKATACHALAPATHI
General Manager
NSIC-TSC
HYDERABAD

Vardhaman College of Engineering (VCE) is an UGC Autonomous College accredited by National Assessment and Accreditation Council (NAAC) and recognized by All India Council for Technical Education, affiliated to J N T University, Hyderabad.

Objective of the MOU

The objectives of this MOU are

- a. To promote interaction between NSIC-TSC Hyderabad and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD in mutually beneficial areas of upcoming technologies identified and consented by both parties.
- b. To provide formal basis for joint collaborative work environment between NSIC-TSC Hyderabad and VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD.
- c. To become most trusted partner in the area of knowledge enrichment for mutual benefit.
- d. To conceptualize research projects to be executed in collaboration on need basis.
- e. To collaborate share information and technology to develop the required skills.

1. Research & Development:

Faculty and students from Vardhaman College of Engineering Hyderabad and members from NSIC-TSC Hyderabad can apply for research projects and develop the projects collaboratively.

2. Project Training & Development:

NSIC-TSC Hyderabad offers the Project training at a special rate to the interested students of B.E./B.Tech and M.Tech in the various disciplines. Interested students of Vardhaman College of Engineering can undergo training at NSIC-TSC Hyderabad and participate in the project expos conducted by NSIC-TSC Hyderabad.



U. VENKATACHALAPATHI
General Manager
NSIC-TSC
HYDERABAD

3. Short term and Industrial Training

NSIC-TSC hyderabad offers the short term training programmes and industrial training for students of different branches of engineering a special rate. Interested students of Vardhaman College of Engineering can participate in the trainings programmes.

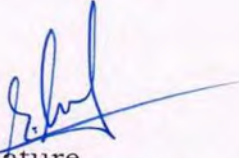
4. Entrepreneurship Development:

NSIC-TSC Hyderabad will conduct workshops on Entrepreneurship development for students of Vardhaman College of Engineering and helps and mentors in establishing the small companies.


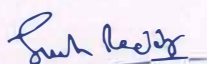
5. This memorandum of understanding comes into existence on 29-04-2015 and valid up to 31st March 2016.

Vardhaman College of engineering NSIC Technical Services centre





Signature
DR. M. GOPICHAND
Professor & HOD Department of IT
for/ **Principal**

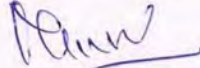

Witness

1. 
2. 

Date: 29-04-2015


Signature
U. VENKATACHALAPATHI
General Manager
NSIC-TSC
HYDERABAD
General Manager

Witness

1. 
2. 

Date: 29-04-2015

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

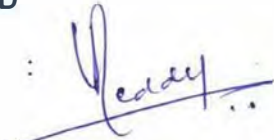
This AGREEMENT is executed in duplicate with each copy being an official version of the AGREEMENT and having equal legal validity.

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

**VARDHAMAN COLLEGE OF ENGINEERING,
HYDERABAD**

By :



Name : Dr. T. Vijender Reddy

Title : Chairman

Vardhaman College of Engineering

On behalf of

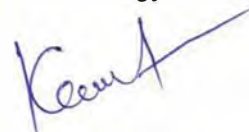
TECH MAHINDRA

By :



Name : A. S. Murthy

Title : Chief Technology Officer



Name : K. Narayana Murthy

Title : Vice President
Consulting & Enterprise Solution



Name: VSN Murthy

Title : Delivery Head
IBG Australia & New Zealand

Date : 15-04-2015

Witness:

1. 
2. 

Date : 15-04-2015

Witness:

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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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.

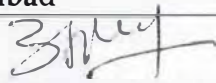
CONSIDERATION

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
Shamechahad Hyderabad

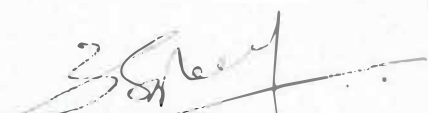
10. Each & Every subcontract agreement executed between the parties shall be deemed to be part & parcel of this agreement and shall be regulated in accordance to the terms as mentioned hereunder.
11. This agreement shall not be amended, assigned or transferred by either party without the written consent 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
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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
-----	---

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*

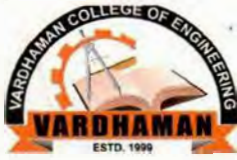
For Vardhman College of Engineering

S. Sai Satyanarayana Reddy

Authorized Signatory

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

ARK	Vardhaman College of Engineering, Hyderabad
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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 Satyanarayana Reddy

Title : Principal

Date : 3-10-2014

Witness:

1. 
2. 

On behalf of:

DevmenIT Hyderabad

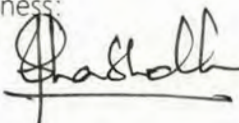
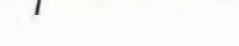
By : 

Name : K. Naga Kumar.

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



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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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- (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.



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:

Name and Title:

PRINCIPAL

Date:

22/12/2014



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

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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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 tool 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

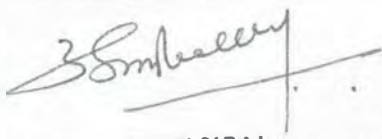
This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the courts at Gurgaon shall have the non-exclusive jurisdiction to settle the disputes arising out of this Agreement.

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.

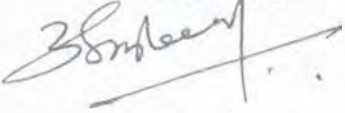

14.5 Waiver

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



I'm a **Product Manager**
 at **Google**
 and I'm looking for a **Product Manager** to join my team.

I'm a **Product Manager** at **Google** and I'm looking for a **Product Manager** to join my team.

Not a student due to low group?



Pre-Tests
PRE ASSESS
[Click Here](#)

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



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

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.

IAN India		English (Academic / Professional / Project) Type			English as a Second Language Section in Pre-Admission				
Name/Logo of Company	OK	Course	Branch	Year	Analysed Number	English	C	Domestic	Excluded
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				
		1 Year MBA	Business	1st Year	10				

[illegible]

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

- 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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Shahol



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

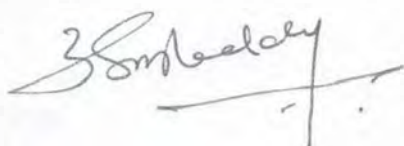
Payment Terms: INR 2,00,000.00 + Taxes is payable immediately and the remaining amount is payable withing 6 months of 'effective date'.

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.



PRINCIPAL
VARDHAMAN COLLEGE OF ENGINEERING
Shamshabad, Hyderabad.



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

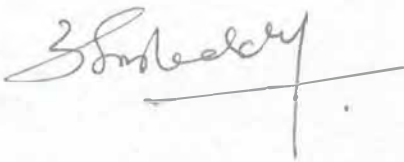
*: Above prices are exclusive of Service Tax, applicable at 12.36% as on 10th July 2014

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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Shamshabad, Hyderabad.





SAP INDIA PRIVATE LIMITED भारत

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SAP INDIA PRIVATE LIMITED
SAP UNIVERSITY ALLIANCES AGREEMENT
EFFECTIVE: JANUARY 01st, 2014
WITH
VARDHAMAN COLLEGE OF ENGINEERING



SAP UNIVERSITY ALLIANCES AGREEMENT

This University Alliances Agreement (the "Agreement"), made this 1st day of January, 2014 is by and between Vardhaman College of Engineering ("University"), a College, located at Kacharam, Shamshabad, Hyderabad, Andhra Pradesh- 501218 India, and SAP India Pvt. Ltd., having its registered office at Salarpuria Soft Zone, 2nd Floor, Wing A, Sarajpur Outer Ring Road, Bellundur Post, Bangalore – 560 103 ("SAP").

RECITALS

- A. WHEREAS University and SAP desire to work together in connection with the SAP University Alliances Program, with the goal of furthering the understanding, use and implementation of SAP Software;
- B. WHEREAS SAP desires to enhance its capabilities to expose students to SAP Software Products and to increase generic understanding of SAP Software Products through the use of University's post-graduate, graduate and undergraduate academic programs; and
- C. WHEREAS University and SAP desire to formalize an alliances relationship by entering into this Agreement to undertake certain cooperative efforts for SAP Software Products within the SAP University Alliances Program.
- D. NOW, THEREFORE, in reliance upon the foregoing recitals, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University and SAP agree as follows:

1. Definitions

As used in this Agreement:

- a) Documentation. Documentation shall mean SAP's documentation, in any medium, which is delivered to University under this Agreement, including copies of SAP manuals, program listings, flow charts, logic diagrams, data models, functional specifications, instructions and complete or partial copies of the foregoing as well as course materials relating to the Software made available to University under this Agreement, or, generally, to SAP end-user licensees.
- b) Intentionally Left Blank.
- c) Modification. A Modification is a change to the Software that changes the delivered source code or an enhancement to the Software that is made using SAP tools or utilizing or incorporating SAP Proprietary Information.
- d) Non-productive Use. Non-productive Use is the use of the Software Products for demonstration and demonstration and training to University students enrolled for Standard Courses or testing purposes.
- e) Proprietary Information. Proprietary Information shall include (1) information concerning University and its internal processes, policies, business strategies and plans which are not in the public domain, and, (2) with respect to SAP, the Software and Documentation, SAP's Training Materials (including information obtained at training sessions, workshops, etc.), literature, and related SAP materials, technical evaluations and benchmarks, program listings, data structures, flow charts, logic diagrams, functional specifications, concepts, techniques, ideas and know-how embodied and expressed in the Software, information concerning SAP's customers, their respective products, businesses, techniques, designs, formulations, systems, programs, processes, policies, business strategies and plans and (3) all other information which is not in the public domain, which is disclosed by either party to the other party either in writing and marked bearing a legend such as "confidential" or "proprietary" or "for internal use only" or orally when contemporaneously described as such.
- f) Productive Use. Productive Use shall mean the Use of the Software in the operation of University's business.
- g) Intentionally Left Blank.
- h) Release. Release means a specific shipment of SAP Software, which is released at a particular point in time for specific user groups and maintained for a specified period of time. The release identifier contains the name of the SAP Software and a multi-digit key that uniquely identifies the release. There are no additional subdivisions within a release, such as version or correction level. A release has a clearly defined



functional scope that is described in the Documentation of the individual release. For example this means that SAP R/3 4.6B is a release, 4.6C is a release, and SAP R/3 Enterprise 47x110 and 47x200 are releases.

- i) SAP University Alliances Program. The SAP University Alliances Program (the "University Alliances Program") shall mean the business relationship set forth in this Agreement and any Appendices or Exhibits to this Agreement.
- j) Software, Software Products, and Software Solutions. The terms "Software", "Software Products", and "Software Solutions" individually and collectively shall mean all SAP software specified in agreed upon Appendices hereto, developed by or for or licensed by SAP and delivered to University hereunder; and any Release thereto and including all improvements, and Modifications thereto and any complete or partial copies of any of the foregoing. Software Products shall also include SAP's, Training Materials, Documentation and related materials.
- k) Standard Courses. Standard Courses shall mean the formal standard degreed post graduate, graduate or undergraduate credit bearing programs offered through University's Vardhaman College of Engineering
- l) Territory. Territory shall mean University's campus locations, including remote sites in Hyderabad India, when used by registered University students accessing the Software Products.
- m) Training Materials. Training Materials shall mean the Software training database and the course materials provided by SAP pursuant to this Agreement.
- n) Use. Use shall mean to directly or indirectly activate the processing capabilities of the Software, load, execute, access, utilize, store, employ the Software, or display Information resulting from such capabilities.
- o) Users. Users shall mean employees (only the employees that are part of the faculty or academic and technical staff) and students of entities that have executed Exhibit A hereto, Non-Productive Use License Agreement.

2. Authorization and Commitment of Resources

- a) SAP hereby authorizes University on a non-transferable, non-exclusive basis, to utilize Software Products as a support and for demonstration of concepts, ideas which arise as part of Standard Courses taught by the University in the Territory under the terms of this Agreement and any Appendices hereto. This authorization does not include the right for University to provide any form of consulting with respect to the operation or maintenance of the Software Products. This authorization is non-transferable. University is only permitted to Use the Software as part of classroom demonstration for Standard Course material and shall not be authorized to offer web-based demonstration or training of SAP Software. University shall Use SAP Software only for demonstration of how Software is used in relation to explanation of course concepts to its regular students who are enrolled for its multi-year degree (post graduate, graduate or under-graduate) programs.
- b) As a member of the SAP University Alliances Program, University shall be entitled to display SAP's logo, upon SAP's prior written consent, for the purposes of the Agreement.
- c) Except as required by law, neither party shall use the name of the other party in publicity, news releases, advertising or similar activity, without the prior written consent of the other. University shall not be entitled to advertise or publicize SAP training courses in any medium. Any advertisement of the University's standard courses which contain information relating to the SAP Software/material shall be cleared by SAP's University Alliances Manager in writing before the publication of such advertisement in any media. Notwithstanding the above, University hereby consents to SAP's inclusion of University's name and logo in SAP's University Alliances Program participant listings which may be published as part of SAP's marketing efforts.
- d) SAP in its sole discretion shall have the right to limit the Territory, the Software Products, and the type of Users to be covered by this Agreement, as SAP deems advisable following ninety (90) days' notice. SAP may authorize other parties to offer services as related to the Software Products, as it deems advisable in its sole discretion.
- e) Standard Courses to be provided by University to its students are to be contracted for separately by each party, independently of each other, unless otherwise expressly agreed upon in writing between SAP and University for that specific engagement. Each party shall be solely liable to its customers, clients and students, as the case may be, for its own services. University acknowledges and agrees that it will not be paid any commission, finder's fee, agency fee or similar amount by SAP as a result of the activities contemplated by this Agreement.



3. Responsibilities of SAP

- a) Pursuant to the terms of Exhibit A hereto, SAP grants University a license for Non-productive Use of the Software Products. Should University desire to license all or any part of the Software Products for Productive Use in the operation of its own internal University facilities, SAP will license it to University under the terms of SAP's standard End-User License Agreement and at SAP's standard license and maintenance fees then in effect.
- b) With regard to training for the Software Products, SAP shall provide University with access to, on a space available basis after other SAP customer demand is satisfied and at SAP's sole discretion, training courses generally offered by SAP in an SAP Training Center, or as part of an SAP University Alliances faculty workshop at a University Alliances member facility. If determined in SAP's sole discretion, some such training courses may be free of charge for such designated personnel, except that University shall be solely responsible for all related travel and living expenses.
- c) SAP shall otherwise inform and instruct University as to Software Solutions and provide guidance and support, as SAP deems necessary in its sole judgment, for University to carry out its responsibilities under this Agreement.
- d) SAP shall arrange for University Competency Centers to administer Software Use by the University.

4. Responsibilities of University

University agrees that it shall:

- a) ensure that the University will acquire and maintain a comprehensive and fundamental knowledge of the Software Solutions, that its faculty possess relevant business and industry experience, and are technically qualified and sufficiently trained in the Software Solutions including ongoing training.
- b) use its best efforts to integrate the use of SAP Solutions in Standard Courses as part of its curriculum;
- c) be responsible, upon the departure or reassignment of staff or instructors from University, to have other staff or instructors maintain a comprehensive and fundamental knowledge of the Software Solutions.
- d) upon invitation by SAP, to make a reasonable effort to participate in SAP sponsored events;
- e) fulfill all necessary requirements for hardware, instructional aids (including video recorders, monitors and overheads), laboratory facilities, and equipment;
- f) at all times maintain in good working order all such hardware, instructional aids, facilities and equipment, including the Software Products licensed under Exhibit A to this Agreement;
- g) designate a managing faculty member (who is in full-time academic employee at the University) with an adequate support structure to act as the central focal point to coordinate activities with SAP and who is authorized to act on behalf of University within the scope of this Agreement;
- h) meet with designated SAP personnel as deemed necessary by SAP during the term of this Agreement, to review the implementation of this Agreement, the training and/or performance level of University, its facilities and equipment and respond in writing within fifteen (15) days after receipt of the written concerns and corrective action plan submitted by SAP for resolving outstanding issues;
- i) submit to designated SAP personnel written annual report/survey in format specified by SAP;
- j) submit timely payment to University Competence Centers per the terms and conditions stated in the attached appendices referencing this Agreement; and
- k) be exclusively responsible for the supervision, management and control of its use of the Software.



5. General Representations and Warranties

Each party hereby represents and warrants to the other that:

- a) It has the right and power to enter into this Agreement;
- b) entering into this Agreement does not violate the terms and conditions of any other educational alliance agreement, or any other legal obligations;
- c) the information which it may disclose to the other party, and the process of disclosure and use of such information in accordance with the provisions of this Agreement, will not violate any trade secret right, trademark, patent, copyright or other proprietary right of any third party;
- d) it (or SAP AG, in the case of SAP) holds good title or right, free and clear of all liens and encumbrances, to the products and services which it is providing under this Agreement; and
- e) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY TO THE OTHER PARTY, EITHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY COURSE OF CONDUCT OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Term and Termination

- a) This Agreement shall have an initial term expiring on 31st December 2014 ("Initial Term") and shall automatically renew for successive one-year periods (each period a "Renewal Term") unless, at least ninety (90) days prior to a given scheduled expiration date, either party gives written notice of its intention not to renew this Agreement.
- b) Notwithstanding the above, either party may terminate this Agreement:
 - i. In accordance with the provisions of Section 6 (a) at the end of the Initial Term or any Renewal Term;
 - ii. Upon twenty (20) days prior written notice in the event of material breach of a material provision of this Agreement by the other party (other than a breach of the confidentiality provisions), unless the party in breach cures such breach prior to the expiration of that twenty (20)-day period;
 - iii. Upon thirty (30) days prior written notice in the event either party determines that such termination is in its best interests, but only after payment by University of all fees then due and owing;
 - iv. Immediately upon termination of Exhibit A – Non-Productive Use License;
 - v. Immediately and without prior written notice if there is a breach of the confidentiality provisions as specified in Section 9 below.
- c) SAP may terminate this Agreement immediately and without prior written notice upon a determination by SAP that University is making misleading or untrue representations regarding SAP or the Software Solutions.
- d) Upon any termination of this Agreement:
 - i. each party shall promptly return to the other party or dispose of as mutually agreed all advertising materials and other properties, including all confidential materials, furnished to it by the other party pursuant to this Agreement and so certify in writing;
 - ii. University shall promptly return all Software Products and related materials and all copies thereof to SAP, or as the case may be, delete all Software Products from University hardware, including binary or other resulting files (if any), and erase all Software Products from any storage media before discarding such, and so certify in writing;
 - iii. University shall not represent itself as a participant in the SAP University Alliances Program;
 - iv. both parties shall cease acting in a manner that would suggest any continuing relationship between the parties regarding the Software Products, and shall cease all display and advertising contemplated under this Agreement;
 - v. University may not use the name "SAP University Alliances Program" or variant thereof in conjunction with its institutional names; and



- vi. at the request of SAP, to the extent that University Materials utilize any SAP Proprietary Information, University shall destroy SAP Proprietary Information contained in the University Materials and refrain from recreating such University Materials for further use in education and training.
- e) The following provisions of this Agreement shall in all events survive its termination: Section 5 (General Representations); 6 (Term and Termination); 7 (Relationship of Parties); 8 (Intellectual Property Rights); 9 (Confidentiality); and 10 (General Provisions).
- f) In the event of any termination, the parties agree that the reason(s) for such termination shall be considered confidential, although the fact of any such termination shall not be considered confidential.

7. Relationship of Parties

- a) University and SAP are independent contractors acting for their own account, and neither party or its employees are authorized to make any representation otherwise or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any User for the quality of services or products provided by the other party.
- b) Neither party is a distributor or agent for the products or services of the other. Each party's products and services shall be available to a prospective client only through separate agreement between that party and the client. Each party shall independently develop and price its respective products and services offered between such party and a student and/or client.
- c) It is understood and agreed upon by the parties hereto, that during the term of this Agreement, nothing contained in this Agreement shall expressly or by implication create a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

8. Intellectual Property Rights

- a) The name "SAP University Alliances Program" or variant thereof shall be used by University only pursuant to the terms of this Agreement. SAP shall have the right to use the name "SAP University Alliances Program" or variant thereof with any other parties who choose to participate in the SAP University Alliances Program or in any other manner as determined by SAP.
- b) Nothing in this Agreement grants to either party the right to use or display any other names, trademarks, trade names, logos or service marks of the other party other than those authorized in Section 2 hereof, except to identify the products and associated services and deliverables of the other party to the extent obligations are undertaken pursuant to this Agreement. Each party agrees to submit to the other party for written prepublication approval, any materials which may use or display any name, trademark, trade name, logo or service mark of the other party, including, but not limited to, course syllabi, press releases, academic presentations and publications in academic media. Notwithstanding the foregoing, nothing contained in this Agreement shall affect either party's rights and obligations to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties. Neither party shall use, employ or attempt to register any trade name, trademark or logo that is confusingly similar to that of the other party.
- c) University herein acknowledges that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in the Software Products, including any Modifications, Releases thereto, Training Materials and literature, and other SAP related materials shall remain exclusively with SAP AG, Walldorf, Germany, or SAP as the case may be, and that by virtue of this Agreement, no such rights have been transferred, licensed, granted, assigned or acquired by University from SAP AG or SAP.
- d) University acknowledges that the Software Products provided by SAP hereunder are deemed to be SAP Proprietary Information and subject to the provisions of Section 9 hereof. University further acknowledges that title to all intellectual property rights in the Software products shall remain with SAP. University agrees not to disclose, transfer, or otherwise make available the Software Products to any third parties without the prior written consent of SAP, except to students registered for Standard Courses, as necessary in the course of training as provided for hereunder, in which case, University shall insert an appropriate disclaimer regarding ownership of and restricting further distribution (in any manner) of the Software Products.



- e) Notwithstanding Section 8(d) hereof, University shall have title to all intellectual property rights in any unique training or educational materials it has developed solely through its own efforts utilizing SAP Proprietary Information ("University Materials"), except that any SAP Proprietary Information utilized in the course of such development or contained within the University Materials will remain the exclusive property of SAP. To the extent that University Materials utilize any SAP Proprietary Information, in no event will University use such University Materials except in connection with providing Standard Courses as contemplated by this Agreement. In no event shall SAP have any rights in or receive possession of the University Materials (except any SAP Proprietary Information contained therein) unless prior approval of University is obtained. SAP acknowledges that the University Materials shall be deemed to be University Proprietary Information and subject to the provisions of Section 9 hereof, except as otherwise provided herein.
- f) Notwithstanding Section 8(d) hereof, SAP shall have title to all intellectual property rights in any unique training or educational materials it has developed jointly with University utilizing SAP Proprietary Information ("Joint Materials"). To the extent that Joint Materials utilize any SAP Proprietary Information, in no event will University use such Joint Materials except in connection with providing Standard Courses as contemplated by this Agreement. University acknowledges that the Joint Materials shall be deemed to be SAP Proprietary Information and subject to the provisions of Section 9 hereof, except as otherwise provided herein.
- g) University shall include on any Training Materials copies of any patent, copyright, trademark, service mark and trade secret notices in the same form and location as appearing on the work from which the copies are made.

9. Confidentiality

- a) Each party acknowledges that, during the term of this Agreement, it will receive Proprietary Information from the other party. Neither party shall disclose, provide or otherwise make available to any third party any Proprietary Information of the other party and shall utilize such Proprietary Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of, this Agreement and for no other purpose. University agrees to refrain from disclosing or allowing access to the Software source code to any third party.
- b) Each party agrees that it will protect the Proprietary Information of the other party through the exercise of no less protection and care than it customarily uses in safeguarding its own confidential and proprietary information which it desires to retain in confidence, but always at least a reasonable degree of care. Disclosure of the other party's Proprietary Information to employees shall only be made on a need-to-know basis. Further, each party shall take reasonable steps to advise its employees of the confidential nature of Proprietary Information, to ensure by agreement or otherwise that such employees are prohibited from copying, revealing or using such Proprietary Information except to the extent required to carry out the parties' obligations under this Agreement, and to require that Proprietary Information be kept in a secure location. Each party will promptly notify the other if it believes that Proprietary Information has lost its status as such.
- c) The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which: (i) is or becomes publicly available through no act or failure to act of the receiving party; (ii) is rightfully obtained by the receiving party without restriction; or (iii) is rightfully already known to or is independently developed by the receiving party prior to disclosure.
- d) Notwithstanding the foregoing, each party hereto understands that they may become familiar with each other's services and that University may become familiar with the Software Products, specifically SAP's proprietary software. Accordingly, University agrees, with respect to the Software Products, not to copy, translate, disassemble or decompile, or create or attempt to recreate by reverse software engineering or otherwise the source code from the object code, or to use such items to create derivative works, unless so authorized in advance, in writing, by SAP. In addition, except exclusively for the purpose of providing Standard Courses, University shall not copy or otherwise distribute or otherwise make available in any manner whatsoever any of SAP's Training Materials, literature or other SAP related documentation. All updates, replacements, revisions, enhancements, additions, or conversions to any of SAP items specified above shall be subject to the provisions as stated herein.



10. **General Provisions**

- a) Notices. All notices required to be given under this Agreement shall be sent by certified mail or overnight carrier to the managing faculty member as described in Section 4 (g) in the case of University, or the University Alliances Manager in the case of SAP.
- b) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws in force in India and to the exclusive Jurisdiction of the courts of New Delhi, India.
- c) Entire Agreement. This Agreement and any Exhibits and Appendices hereto constitute the entire agreement between the parties with respect to the matters set forth herein. All prior agreements, oral or otherwise, between the parties and relating to the subject matter contained herein, are hereby superseded.
- d) Amendments. This Agreement may not be modified except by a writing signed by both parties.
- e) Severability. If any of the provisions of this Agreement are held invalid, such provisions shall be deemed severed and the remaining provisions shall remain in full force and effect.
- f) Assignment. University may not assign, transfer or delegate all or any of University's rights or obligations under this Agreement without the prior written consent of SAP; notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, as well as their respective permitted successors and assigns. SAP may assign this Agreement to SAP AG.
- g) Waiver. Failure of any party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.
- h) Limitation of Liability.
 - i. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO UNIVERSITY OR THIRD PARTIES FOR ANY LOSS OF BUSINESS, LOSS OF GOODWILL OR PROFITS, LOSS OF DATA, WORK STOPPAGE, THIRD PARTY CLAIMS OR COMPUTER FAILURE OR MALFUNCTION, AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SAP HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; and
 - ii. Subject to the further limitation set forth below, in no event shall the liability of either party under this Agreement, for any reason whatsoever, whether in contract, tort or statute (including, without limitation, negligence), or otherwise, exceed the fees paid hereunder. The foregoing limitation of liability shall not apply to (1) the University's breach of the Confidentiality provisions as set forth in Section 9, above; (2) personal injury or death caused by the gross negligence or willful misconduct of SAP; or (3) tangible property damage up to the amount by which such damage is paid by SAP's liability insurance.
- i) No Endorsement. Execution of this Agreement does not, and shall not be construed to be, an endorsement by either party of the products or services of the other party.
- j) Force Majeure. If either party is prevented from performing any portion of this Agreement by causes beyond its reasonable control, including but not limited to labor disputes, civil commotion, governmental regulations or controls, casualty, complete inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.



IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this Agreement to be signed by their authorized representatives as of the date shown above.

Accepted By:
SAP India Pvt. Ltd.
(SAP)

Signature: _____

By: Sanjay Hiranandani
Title: Vice President-Services
SAP Indian Subcontinent

Date: 22/Jan/2014

Signature: _____

By: Suprakash Chaudhuri
Title: Managing Director

Date: 13th Feb, 2014



Accepted By:
Vardhaman College of Engineering, Hyderabad
(University) **For Vardhaman College of Engineering**

Signature: _____

By: Teegala Vijender Reddy
Title: Chairman, Vardhaman College of Engineering,
Hyderabad

Date: 01/01/2014



Exhibit A

SAP INDIA – VARDHAMAN COLLEGE OF ENGINEERING, HYDERABAD ("UNIVERSITY") UNIVERSITY ALLIANCES AGREEMENT NON-PRODUCTIVE USE LICENSE ("License Agreement")

THIS License Agreement is effective this 1st day of January 2014.

WHEREAS, SAP India Pvt. Ltd. Having its registered office at Salarpuria Soft Zone, 2nd Floor, Wing A, Sarajpur Outer Ring Road, Bellundur Post, Bangalore – 560 103 ("SAP"), owns rights to SAP software for operation and management of businesses;

WHEREAS, Vardhaman College of Engineering ("University"), a college, located at Kacharam, Shamshabad, Hyderabad, Andhra Pradesh- 501218 India, desires a license for Non-productive Use only as per the terms of the University Alliances Agreement dated 1st January 2014 ("University Alliances Agreement"); and

WHEREAS, SAP desires to grant to University, and University desires to license from SAP, such software upon the terms and conditions hereinafter set forth;

IT IS THEREFORE AGREED AS FOLLOWS:

1. **DEFINITIONS.** Capitalized terms used in this License Agreement and not listed below shall have the same meanings as set forth in the University Alliances Agreement

1.1. **Named Users.** Named Users means the individuals who by password allocation are authorized to log on to the Software and execute Software transactions.

1.2. **Third-Party Database.** Third -Party Database shall mean a third-party proprietary database described in Appendices to this License Agreement.

1.3. **University Competency Center ("UCC").** University Competency Center and or UCC shall mean an entity that has a University Competency Center Agreement with SAP, and such agreement is in full force and effect.

2. LICENSE GRANT.

2.1. **Scope of License.** Subject to the terms and conditions and the accuracy of University's representations hereinafter set forth, SAP grants to University a non-exclusive, non-transferable license to Use the Software Products specified in Appendices hereto or portions thereof within the Territory solely for Non-productive Use as contemplated by this License Agreement and in conjunction with the University Alliances Agreement. No additional copies of the Software or any part thereof may be made by University without the express written consent of SAP.

2.2. **Restrictions on Use.** University agrees to Use the Software Products or other Confidential Information provided hereunder to University Competence Centre (UCC) for remote logon by University solely for Non-productive Use in furtherance of this License Agreement and on the terms mentioned in the University Alliances Agreement. Subject to the provisions of this Section 2.2, University shall use the Software exclusively on the Designated Unit(s) identified in Appendices hereto. University may remotely access the Software hosted by UCC from the Territory

2.3. **University Competency Center (UCC).** University may be permitted by UCC to access the selected Software solely for the purpose of providing application and systems management services to University for the sole purpose of having University utilize the Software licensed hereunder in accordance with the terms hereunder, provided: (i) University has a fully executed and in full force and effect separate agreement directly with UCC for such services (ii) all employees of such UCC authorized to access the Software shall be licensed as Users; (iii) under no circumstances may such UCC Use the Software to operate or provide any services to any other party, or in connection with such UCC's own operations or purposes; (iv) University shall be responsible for any additional Software, migration tools, or third party software (such as, but not limited to, a browser, internet explorer, etc.) needed to effect such transition; (v) University agrees to assume responsibility for any breach of this Agreement due to the acts or omissions of UCC; and (vi) University expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from a breach by the UCC of the conditions of this Agreement as if effected by University.

2.4. **Source Code.** In the event source code is provided to University or UCC hereunder, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof from University's or UCC's Designated Unit(s), application server(s), computer terminal(s) or workstations, and data files whenever a future



Confidential

Page 9 of 17

Release, Version, or Correction Level provides for like functionality in an object code format and the return of all source code on non-magnetic media. Source code shall not be shown or provided to any person not an employee or a registered student of University.

2.5 Audit. During normal business hours and at any time during which the Software, Documentation, Third-Party Database, and other SAP Proprietary Information are being utilized, SAP or its authorized representative or licensors, shall have the right, upon reasonable advance notice, to audit and inspect University's utilization of such items, in order to verify compliance with the terms of this License Agreement.

3. DELIVERY

3.1. Delivery of Software for the purposes of this Agreement shall be by way of provision of University Competence Center access code to University.

4. PRICE AND PAYMENT.

4.1 Support Fee. The Support Fee for the Software licensed hereunder is set forth in Appendices hereto.

4.2 Additional Fees. Any fees and charges set forth in this License Agreement, in any Appendices to this License Agreement, and in SAP's current List of Prices do not include federal, state, or local sales, use, excise, or other taxes now or hereafter levied. The University will pay any taxes lawfully imposed upon it. (If the University is claiming tax exempt status, a copy of the tax-exempt certificate and ID number must be included with this agreement).

5. TERM AND TERMINATION.

5.1 Term of License Agreement. This License Agreement shall become effective upon execution and shall remain in effect for the Initial Term and any Renewal Terms mentioned in the University Alliances Agreement, unless sooner terminated in writing by SAP.

5.2 Termination. SAP may terminate this License Agreement upon thirty (30) days prior written notice in the event of (a) material breach of this License Agreement by University (other than a breach of the confidentiality provisions), except that the University shall have the right, during that thirty (30)-day period, to cure the claimed breach; or (b) any attempt by University to assign, delegate, sublicense or otherwise transfer this License Agreement. SAP may terminate this License Agreement immediately upon a breach of the confidentiality provisions by University. Either party may terminate this License Agreement or any Appendix hereto upon thirty (30) days prior written notice in the event either party determines that such termination is in its best interests (however, University may provide such notice only after payment of all Support and Additional Fees then due and owing).

5.3 Duties upon Termination. Upon termination of this License:

- (a) University's obligations under Sections 2.5, 4, 6, 8.4, 9, 10, 12 and 13.6 shall survive the termination;
- (b) University's rights under Section 2 (License Grant) shall immediately cease; and
- (c) University shall immediately cease Use of the Software Products, and other SAP Proprietary Information, and shall irretrievably delete and/or remove such items from all Designated Units, Application Servers, computer terminals, workstations, data files, and Designated Sites. Within thirty days after any termination, University shall deliver to SAP at University's expense (adequately packaged and insured for safe delivery) or, at SAP's request, destroy all copies of the SAP Proprietary Information in every form. University further agrees to erase the Software Products and other provided SAP Proprietary Information from any storage media. University agrees that an officer of University's organization, with the express authority to make such representation, shall certify in writing to SAP that it has performed the foregoing. Within thirty (30) days after any termination, SAP shall return the University Proprietary Information to University.

5.4 Each party's right to terminate as expressed in this License Agreement shall be in addition to any other rights provided by law.

6. PROPRIETARY RIGHTS.

6.1 SAP Proprietary Information.

- (a) University acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and SAP AG and their respective licensors. University acquires only the right to use the SAP Proprietary Information under the terms and conditions of this License Agreement and does not acquire any ownership rights or title in or to the SAP Proprietary Information.



(b) University shall not copy, translate, disassemble, or decompile, create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software licensed hereunder or use it to create a derivative work, unless authorized in writing by SAP. Other than as specified herein, any tools licensed with or included in the Software may not be copied, in whole or in part, without the express written consent of SAP.

(c) University shall not remove any proprietary, copyright, trademark, or service mark legend from the Software Products or SAP Proprietary Information.

(d) University shall maintain a log of the number and location of all originals and copies of the Software. The inclusion of a copyright notice on any portion of the Software or Documentation shall not cause or be construed to cause it to be a published work.

6.2 Protection of Proprietary Information. In order to protect the rights of SAP and its licensors, and University in their respective Proprietary Information, SAP and University agree as follows:

(a) Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other party in any form to any person, except to bona fide employees, officers, directors, or consultants of such party whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any consultant, it will obtain from that consultant a written acknowledgment that such consultant will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

(b) University and SAP acknowledge that any disclosure to third parties of Proprietary Information may cause immediate and irreparable harm to the owner of the disclosed Proprietary Information; therefore, each party agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information, but always at least a reasonable degree of care.

6.3 Modifications. University may not create Modifications to the Software without the prior written authorization of SAP. University expressly agrees that any Modifications of the Software developed by University, their employees, agents or will be the exclusive property of SAP and SAP AG and that University will not grant, either expressly or by implication, any rights, title, interest or licenses to the Modifications to any third party. University shall provide complete source code for all Modifications to SAP. University agrees to assign all right, title and interest in and to jointly developed Modifications to SAP. University agrees to execute, acknowledge and deliver to SAP all documents and do all things necessary, at SAP's expense, to enable SAP to obtain and secure such Modifications throughout the world. Licensee agrees to secure the necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations. University agrees that it will not modify any third party software provided hereunder unless expressly authorized in writing by such third party vendor.

7. SUPPORT SERVICES.

7.1 At University's request, and on terms to be agreed upon separately, SAP may agree to provide, or may arrange for UCC to provide, training and consulting services for the Software.

8. WARRANTY

8.1 Software. SAP warrants that the Software, when delivered, will be in good working order and will substantially conform to the functional specifications contained in the Documentation for six (6) months following delivery (the "Warranty Period") when in use without material alteration on the Designated Unit(s). SAP's warranty is subject to University providing SAP necessary access, including remote access, to the Software.

8.2 (a) The warranty set forth in Section 8.1 shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) to any Modifications; or (iii) if the defect is caused by: a Modification, University, or a third-party software malfunction.

(b) SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance.

8.3 Software Components. Should any component of the Software fail to conform substantially to the Software specifications during the warranty period SAP's sole obligation shall be to correct the defect by bringing the performance of the Software into substantial compliance with the functional specifications or replace the component.

8.4 Disclaimer. SAP DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



9. **LIMITATIONS OF LIABILITY.**

9.1 **University's Remedies.** University's sole and exclusive remedies for any damages or loss in any way connected with the Software or services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) bring the performance of the Software into substantial compliance with the functional specifications; (ii) replacement of the Software or re-performance of services; or (ii) return or credit of an appropriate portion of any payment made or to be made by University to SAP with respect to the applicable portion of the Software or services.

9.2 **SAP Not Responsible.** SAP will not be responsible under this License Agreement for: (i) the alteration of the Software to fit the particular requirements of University; or (ii) the correction of any defects resulting from Modifications or as a result of misuse of the Software by University; or (iii) the preparation or conversion of data into the form required for use with the Software.

9.3 **Limitation of Liability.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO UNIVERSITY OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE ANNUAL SUPPORT FEES PAID BY UNIVERSITY TO SAP OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

The foregoing limitation of liability does not apply to personal injury or death to the extent caused by the gross negligence or willful misconduct of SAP, or tangible property damage up to the amount by which such damage is paid by SAP's liability insurance.

IN ADDITION TO THE LIMITATION OF LIABILITY DESCRIBED ABOVE, UNIVERSITY SPECIFICALLY ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS OR UCC BE LIABLE TO UNIVERSITY, UCC OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, RESULTING FROM OR IN ANY WAY RELATED TO UNIVERSITY'S USE OF ANY UCC(S) INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON PERFORMANCE OF ANY UCC(S).

9.4 **Severability of Actions.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. **INDEMNIFICATION.**

10.1 **SAP Representation.** SAP represents that its licensors own the Proprietary Information licensed by SAP hereunder, including all intellectual property rights therein, and that SAP has all rights from its licensors necessary to license, in accordance with the terms of this License Agreement, such Proprietary Information to University.

10.2 **No Representation Regarding Combination Use.** SAP makes no representation with respect to the possibility of infringement by Combination Use of the Software. The parties agree that SAP has no duty to investigate or to warn University of any such possibility. As used herein, "Combination Use" means Use of the Software in combination or conjunction with any of the following, unless such Use is prescribed in the Documentation: (i) any software other than the Software; (ii) any apparatus other than a Designated Unit; and/or (iii) any activities of University not licensed under this License Agreement.

10.3 **Indemnification of University.**



(a) Except for Combination Use, SAP shall indemnify University against all claims, liabilities, and costs, including reasonable attorneys' fees, up to the maximum amount described in Section 10.3(c), reasonably incurred in the defense of any claim brought against University by third parties alleging that University's Use of the Software and Documentation infringes or misappropriates: (i) any patent of which SAP is aware; or (ii) a copyright; or (iii) trade secret rights, provided that, University promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim. To the extent permitted by law, University shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may, in its sole discretion, settle any such claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.

(b) SAP's Right to Commence Infringement Actions. SAP alone shall be responsible for taking such actions which it determines are reasonably necessary or desirable in its sole discretion in connection with any infringement or alleged infringement by a third party of any portion of the Software and Documentation. University shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation without the prior written consent of SAP, which consent shall not be unreasonably withheld. University agrees to cooperate with and assist SAP by taking whatever action that SAP determines to be reasonably necessary or desirable. SAP agrees to reimburse University for reasonable legal fees and other expenses incurred in connection with any such claim, suit, damage, or loss.

(c) The maximum aggregate liability of SAP under the indemnity provided in Section 10.3(a) above shall be the Support Fees paid for the year by University to SAP, and if there should be more than one claim of infringement, the amount payable under such indemnity in respect of each claim shall be divided pro rata.

10.4 SAP's Duty to Indemnify University. THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO UNIVERSITY, AND IS UNIVERSITY'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

11. ASSIGNMENT

11.1. University may not assign, delegate, sublicense, pledge, or otherwise transfer this License Agreement, or any of its rights or obligations under this License Agreement, to any party.

11.2. SAP may assign this License Agreement to SAP AG or to an entity designated by SAP AG.

12. EXPORT CONTROL NOTICE

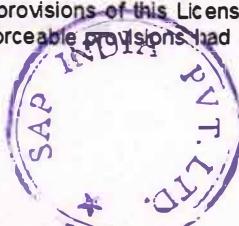
Regardless of any disclosure made by University to SAP of an ultimate destination of the Software, Documentation, Third-Party Database, and other provided SAP Proprietary Information, University acknowledges that SAP's Software, Documentation, Proprietary Information, and the Third-Party Database are being released or transferred to University in India and are subject to applicable local and foreign export control laws. University acknowledges its exclusive obligation to ensure that its exports from the India are in compliance with the U.S. and German export control laws as well as other applicable export control laws. University shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Affiliates within or outside of the India. To the extent permitted by law University shall defend, indemnify, and hold SAP and SAP AG and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable attorneys' fees) arising out of University's noncompliance with applicable U.S. or foreign law with respect to the use or transfer of the Proprietary Information outside the India by University.

13. OTHER PROVISIONS.

13.1 University acknowledges that remedies at law may be inadequate to provide SAP with full compensation in the event of any material breach of this License Agreement by University, and that SAP shall therefore be entitled to Injunctive relief in the event of any material breach.

13.2 This License Agreement constitutes the complete and exclusive statement of the agreement between SAP and University, and all previous representations are merged in this Agreement. This License Agreement may be modified only by a writing signed by both parties. This License Agreement prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any purchase order submitted by University.

13.3 It is the intent of the parties that in case any one or more of the provisions contained in this License Agreement shall be held to be invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this License Agreement, and this License Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. In case any one or more of the provisions contained in this



License Agreement shall be held to be excessively broad as to duration, geographical scope, activity or subject, such provision shall be construed by limiting and reducing it in accordance with a judgment of a court of competent jurisdiction, so as to be enforceable to the extent compatible with applicable law.

13.4 Failure of any party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.

13.5 The headings of the sections of this License Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof or to affect the meaning thereof.

13.6 This Agreement shall be governed by and construed under India law and shall be subject to the jurisdiction of the courts of New Delhi, India.

IN WITNESS WHEREOF and intending to be legally bound, the parties have caused this Agreement to be signed by their authorized representatives as of the date shown above.

Accepted By:
SAP India Pvt. Ltd.
(SAP)

Signature: _____

By: Sanjay Hiranandani
Title: Vice President-Services
SAP Indian Subcontinent

Date: 22/01/2014

Signature: _____

By: Suprakash Chaudhuri
Title: Managing Director

Date: 13th Feb, 2014



Accepted By:
Vardhaman College of Engineering, Hyderabad
(University)
For Vardhaman College of Engineering

Signature: _____

By: Teegala Vijender Reddy
Title: Chairman, Vardhaman College of Engineering,
Hyderabad

Date: 01/01/2014



Appendix 1
Effective 1st of January, 2014 ("Appendix")
to
UNIVERSITY ALLIANCES AGREEMENT
EXHIBIT A: NON-PRODUCTIVE USE LICENSE ("Agreement")
Effective 1st of January, 2014

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. LICENSE GRANT:

Software licensed to University pursuant to the above-referenced Agreement is to be accessed from UCC servers using access code to be provided by SAP to University. University is authorized to have unlimited Named Users and one Developer User to access the Software, as per the terms of the Agreement, at such Designated Site on such Designated Unit(s).

1.1 SAP SOFTWARE LICENSED:

LICENSED ("X" IF LICENSED)

SAP ERP

 X

1.2 ADDITIONAL OPTIONAL SOLUTIONS/SOFTWARE

Licensed ("X" if licensed)

SAP Strategic Enterprise Management (SEM)
SAP Business Information Warehouse (BW)
SAP Customer Relationship Management (CRM)
SAP Supply Chain Management (SCM)
SAP Supplier Relationship Management (SRM)
SAP PLM
SAP Netweaver

1.3 UNIVERSITY COMPETENCY CENTER:

The name of such UCC is:

QUT SAP University Competency Centre Asia Pacific Japan,
Faculty of Science and Technology,
Queensland University of Technology (QUT)

of address

QUT SAP University Competency Centre Asia Pacific Japan
S Block, Faculty of Science and Technology
Gardens Point Campus
Queensland University Of Technology
2 George Street, Brisbane
Queensland 4001, Australia

("UCC")

University must utilize a UCC and the name of such UCC must be identified above. By identifying the name of the UCC, University hereby warrants that it has a fully executed agreement with such UCC pursuant to Section 2.3 of Exhibit A - Non-Productive Use License.



Confidential

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2. **DESIGNATED UNIT(s):**
Designated Unit(s) to be identified to SAP in writing (**Note: The Designated Unit(s) must be located at the UCC:**)

Location of Designated Unit:

Name of UCC:

QUT SAP University Competency Centre Asia Pacific Japan
Faculty of Science and Technology
Queensland University Of Technology

Address of UCC:

QUT SAP University Competency Centre
S Block, Faculty of Science and Technology
Gardens Point Campus
Queensland University Of Technology
2 George Street, Brisbane
Queensland 4001, Australia

Software Delivery Contact Person:

Name of UCC Contact person: John Sargent

Name of UCC:

QUT SAP University Competency Centre Asia Pacific Japan
Faculty of Science and Technology
Queensland University Of Technology

Address of UCC:

SAP University Competence Centre APJ
Faculty of Science and Technology
Room 609/Level 6
126 Margaret Street
Brisbane ,
Queensland 4001, Australia

Telephone: +61 7 3138 1932

Fax Number: +61 7 3138 2703

E-mail: john.sargent@qut.edu.au, contracts.ucc@qut.edu.au

3. **CONTACTS:**

University Name/Address:

Vardhaman College of Engineering
Kacharam, Shamshabad,
Hyderabad, Andhra Pradesh- 501218,
India
08413-253335

General Contact:

Prasad L.V. Narasimha
Prof. – CS and Engineering

Mobile: +919490182900
Email: lvnprasad@yahoo.com

Invoice Recipient

Teegala Vijender Reddy-Chairman
Vardhaman College of Engineering
Kacharam, Shamshabad,
Hyderabad, Andhra Pradesh- 501218
India

Tel: 08413-253335

Mob: +919391048844

Email: drteegala@yahoo.com

Website: www.vardhaman.org



4. FEE AND PAYMENT TO UCC:

The fees shall be based on the Software/ Services taken by University from the list of Software/ Services made available by UCC from time to time. Fee for such Software/ Services shall be charged by the UCC in accordance with the terms of the agreement executed between UCC and University and such fees shall be paid directly to UCC.

5. DELIVERY: Delivery of UCC access code for the above-specified software is estimated to take place in 1st February 2014. Initial delivery of the Software will be to the following location (since University is utilizing a UCC, all deliveries of the software shall be to the UCC): Additional Documentation for the above-specified Designated Site may be ordered by University at SAP's then current prices in effect.

6. THIRD-PARTY DATABASE: The Software licensed hereunder requires a Third Party Database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each Third Party Database product is subject to its respective third party vendor license Agreement. The Agreement does not contain a license to use the third party database product. University acquires no right to use and is not licensed to use a copy of the Third Party Database until it has executed the Agreement, this Appendix as well as a Third Party Database license agreement for the Third Party Database. Upon request, the University shall provide to SAP the invoice number and/or license number and corresponding date for the Third Party Database.

SAP makes no representations or warranties as to the terms of any license or the operation of any Third Party Database obtained directly from a third party supplier by the University. The University is responsible for support and maintenance of the Third Party Database licensed from a third party supplier, and SAP has no responsibility in this regard.

7. SAP NOT RESPONSIBLE: The Software, including all third-party software, is not specifically developed or licensed hereunder for Use in any direct and active operations of any equipment in any nuclear, aviation, mass transit, or medical applications, or in any other inherently dangerous applications. The parties hereto agree that Use of the Software and third-party software for financial application purposes or such other administrative purposes shall not be deemed inherently dangerous applications if such Use does not affect the operations or maintenance of such equipment. SAP, SAP AG and its licensors shall not be liable for any claims or damages arising from inherently dangerous Use of the Software and/or third-party software licensed hereunder.

8. VALIDITY: The validity of this Appendix will expire sixty (60) days from its issue date, unless sooner executed by the parties hereto, or extended in writing by SAP.

Accepted By:
SAP India Pvt. Ltd.
(SAP)

Signature: _____

By: Sanjay Hiranandani
Title: Vice President-Services
SAP Indian Subcontinent

Date: 22/01/2014

Signature: _____

By: Suprakash Chaudhuri
Title: Managing Director

Date: 13th Feb, 2014



Accepted By:
Vardhaman College of Engineering, Hyderabad
(University)
For Vardhaman College of Engineering

Signature: _____

By: Teegala Vijender Reddy
Title: Chairman, Vardhaman College of Engineering,
Hyderabad

Date: 01/01/2014

