

RUBICON SKILL DEVELOPMENT PRIVATE LIMITED



SRI VANI INSTITUTE OF MANAGEMENT & SCIENCES

N.H.44, Kakkalapalli Cross, Near Sakshi Press, ANANTAPUR - 515 002. (A.P.)
Ph : 08554-274619, 244619, website : www.srivanimcamba.org e-mail : srivanimcamba@gmail.com

Memorandum of Understanding (MOU)

Date : _____

Between

Sri Vani Institutions

&

Rubicon Skill Development Pvt. Ltd.

For Training students on Rubicon's Campus to Corporate Program

This Memorandum of Understanding is made at Pune on 26th day of February 2019.
Sri Vani Institutions, Anantapur, Andhra Pradesh. A Here in after referred to as "THE COLLEGE"
(Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 801, 8th Floor, Tower 1, World Trade Centre, Pune - 411014, Maharashtra, hereinafter referred to as "Rubicon" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. Introduction

THE COLLEGE has decided to partner with RUBICON for the conduct of Tomorrow's Foundation Connect with Work Program (hereinafter referred to as "Training Program") at THE COLLEGE.

2. THE COLLEGE Responsibilities:

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.

K. Hanumanth
PRINCIPAL
Sri Vani Degree & PG College
ANANTAPURAMU.



S. S.
PRINCIPAL
Sri Vani Institute of Management & Sciences
ANANTAPUR





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- 2.2. Shall make available the infrastructure (including IT infrastructure, ~~Applications and~~ connectivity) required to conduct the Training Program.
- 2.3. Shall provide all the support services and facilities to RUBICON during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions
- 2.4. Shall coordinate with RUBICON and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by RUBICON, as per schedule communicated by RUBICON.
- 2.5. Provide lodging, wherever available, as per the standards of RUBICON for faculty conducting the Training Programme for the total duration of the Training Programme plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.
- 2.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of beneficiaries
- 2.7. This is a multi-year program to create social impact. The college shall share few details to assess the Impact of the program. For e.g. Placement details of trained students will be required to assess the impact of the program from one year to another year.



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3. Rubicon Responsibilities:

- 3.1. Will provide necessary training as per Training Programme requirements and curriculum for delivery as per Annexure I to this MOU
- 3.2. Will provide suitable facilities for the training exclusive for classroom training
- 3.3. Will conduct assessment of its own and also arrange external assessment as required.

4. Other Terms & Conditions:

The following are other terms and conditions of engagement:

- 4.1. Batch Size: The batch size would need to be a min/ max of 35-40.
- 4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program
- 4.3. Pre-assessment & Selection: RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Programme schedule:

- 4.4.1. Training Program scheduled commencement date _____



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Date : _____

4.4.2. Scheduled Completion Date: and will be completed by not later than _____

4.5. Commercial:

4.5.1. Training Fees: The training Fees is as follows,

Since this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program

4.5.2. Payment Terms
Not Applicable

4.6. Certification:

Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. Term of engagement:

This MoU is valid from the date of sign off by both parties for a period of Two years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties:

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.




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4.9. Termination:

- 4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.
- 4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programmes, which would be without any hindrance and would be progressed for completion.

General Terms:

- 5.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
- 5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.

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Ph : 08554-274610, 244610, website : www.srivanimcamba.org e-mail : srivanimcamba@gmail.com

Date : _____

5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.

5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.

6. Jurisdiction:

In the event of any litigation, the court of jurisdiction shall be Pune.

7. Indemnification

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or RUBICON shall be defended and contested by the COLLEGE and RUBICON at their sole expenses and cost keeping Aricent indemnified from the same.

8. Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties



K. H. Venkatesh
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9. **Notices:**

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

10. **Intellectual Property Rights**

10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.

10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of Investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

K. Hanappa
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11. Force Majeure:

11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-



S. S. _____

PRINCIPAL
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K. Hanu
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Party of the First Part

For: Sri Vani Institutions

Stamp of the Party

S. S.
PRINCIPAL
Sri Vani Institute of Management & Sciences
ANANTAPUR

Signature of Authorised Signatory:
Name of Authorised Signatory

B. BHASKAR REDDY
Mr/Mrs

Designation : Principal.

Director

Witness
Signature of Witness

A. Sudheer Reddy

Name of Witness

: A. SUDHEER REDDY

Party of the Second Part
Stamp of the Party:

For Rubicon Skill Development Pvt. Ltd.

Signature of Authorised Signatory :
Name of Authorised Signatory

Pravir Kumar
Pravir Kumar
Chief Executive Officer

Designation

K. Hanumanth
PRINCIPAL
Sri Vani Degree & PG College
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Date : _____

Witness

Signature of Witness

Patil

Name of the Witness

Dipika Patil



K. Hanumanth

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S. S.

PRINCIPAL

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Date :

New Hire Training/Personality Development/ Employability Skills				
Sr No	Topic	Methodology	Learning Objectives	Duration
1	Expectation setting	Role play	To learn Industry expectations from freshers	1
2	Ice breaking	Introduction	To know more about the trainer & candidates	1
3	Organizational Structure	Case study	To learn Organizational structure	2
4	SWOT Analysis	Free speech	To identify their Strength/Weakness/Opportunities/Threat	2
5	Corporate Jargons	Presentation	To learn most commonly used words in corporates	1
6	Public Speaking	Extempore	To eliminate stage fear	2
7	Presentation Skills	Power Point presentation	To articulate your thoughts through Power point presentation	2
8	E-mail Etiquette	Presentation/Mock E-mails	To learn E-mail writing skills	2
9	Grooming	Presentation/Do's & Don'ts/Role play	Dress to impress/ Proximity/ Personal hygiene/	2
10	Body language	Role play	To learn positive body language	1
11	Telephone Etiquette	Role play/Mock Calls	To handle telephonic round of interview/ To learn call mechanics	2
12	Group Discussion	Group activity	To assess candidates' public speaking skills	2
13	Personal Interview	Mock Interviews	To perform well during interviews	4
				24 hrs.



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PRINCIPAL
Sri Vani Institute of Management & Sciences
ANANTAPUR

GREAT LEARNING



SRI VANI EDUCATIONAL SOCIETY

MARUTHI NAGAR - ANANTAPUR

Ref :

Date: 22.10.2020

greatlearning
Learning for life

Great Lakes E-Learning Services
Pvt Ltd
2nd Floor, Orchid Centre, Sec-53
Golf course road, Gurgaon, India
122002

<https://digitalcampus.mygreatlearning.com/>

<https://greatlearning.in>

MEMORANDUM OF UNDERSTANDING BETWEEN GREAT LAKES E-LEARNING SERVICES PVT. LTD AND

Sri Vani Group of Institutions
[Degree PG MBA and MCA]
Anantapuramu - 515 002

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this [19th] day of [October], 2020 by and between GREAT LAKES E-LEARNING SERVICES PVT. LTD, a company incorporated in India and having its corporate office at 2nd Floor, Orchid Centre, Sec-53, Golf course road, Gurgaon, India 122002 (hereafter referred to as "GREAT LEARNING") and **Sri Vani Group of Institutions**, an educational institute set up in India and having its registered office at Near Sakshi Office, Kakkatapalli Cross, Anantapuramu (hereinafter referred to as "INSTITUTE").

PURPOSE

That Great Learning intends to assist universities and colleges deliver high quality and impactful online and blended learning by providing access to its Courses and the use of its proprietary end to end cloud based solution, Olympus Digital Campus (hereinafter "Platform") and create a seamless student, faculty and Administration (hereinafter "User") experience that ensures excellent learning outcomes.

That the Institute intends to utilise the Courses offered by Great Learning along with the Platform in providing an online and blended learning experience for students and faculty.

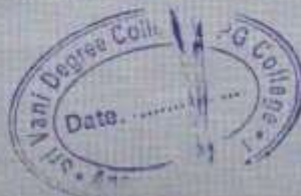
NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions set forth in this Agreement, Great Learning and Institute (individually, the "Party" and collectively, the "Parties") agree as follows:

I. OBLIGATIONS:

A. Great Learning will

- Provide access to Great Learning Courses to the Institute. The Courses can be free or paid depending on the requirements of the Institute. The paid Courses shall be provided to the Institute based on the payment terms agreed upon by both the Parties in writing.
- Provide role based access to the Platform based on the Institute's requirements and the subscribed version.
- Provide the required assistance to the Institute in setting up its Courses and operations on the Platform.
- Conduct trainings for the Users for on-boarding them on the Platform.
- Provide the required support in the day to day operations on the Platform.

K. H. Vanaja
PRINCIPAL
Sri Vani Degree & PG College
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Phone: 08554 - 224619

SRI VANI EDUCATIONAL SOCIETY

MARUTHI NAGAR - ANANTAPUR

Ref :

Date.....

B. Institute will:

- Provide the necessary details as requested by Great Learning for on-boarding the Users on the Platform
- Ensure that the Courses and Platform is used only for the purpose stipulated above
- Grant Great Learning a non-exclusive, non-transferable, and non-sublicenable license to use the Institute's trademarks solely in connection with marketing, promotion and sale of its Courses and Platform.

II. TERM AND TERMINATION

This Agreement will be effective on the day of its signing by both Parties. It will be valid for a period of (6) months. The parties may change or modify the Term of this Agreement only by written amendment signed by the parties.

This Agreement may be terminated with or without cause by providing written notice to the other party atleast thirty (30) days prior to the effective date of termination. In the event of expiry or termination of this Agreement, the Institute shall promptly pay to Great Learning, all amounts due and payable to Great Learning under this Agreement or otherwise, for the Courses or the Platform.

III. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Parties shall abide by the Privacy Policy and Terms of use specified on the Great Learning website and the Platform, which may be amended from time to time.

The Parties agree that it shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets or any other intellectual property (collectively "Intellectual Property") or confidential information owned by or licensed to the other Party under this Agreement. For the sake of clarity, Great Learning's Courses and the Platform are Great Learning's Intellectual Property.

IV. INDEMNIFICATION

Each Party hereby agrees to indemnify and hold harmless the other Party against any and all liability claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any fraud, willful misconduct, misrepresentation, infringement or misappropriation of Intellectual Property rights, breach of confidentiality and/or negligent act or omission of the Party in the performance and/or failure to perform under this agreement, including the negligent acts or omission of the Party or any direct or indirect employees or Users of the Party.

V. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assignable.

VI. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

VII. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the Courts at New Delhi will have sole and exclusive Jurisdiction.

The undersigned have signed this Agreement on the dates respectively indicated below.

K+Manuja
PRINCIPAL
Sri Vani Degree & PG College
ANANTAPURAMU.





Phone: 08554 - 224619

SRI VANI EDUCATIONAL SOCIETY

MARUTHI NAGAR - ANANTAPUR

Ref:

Date.....

Authorized Signing Authority:

GREAT LEARN

Name: Arjun Nair

Title: Co Founder

Sri Vani Group of Institutions

Name: Dr. N. Narayana Murthy

Title: Correspondent

Correspondent
Sri Vani Educational Society
Ananthapuramu.

Kthwanya
PRINCIPAL
Sri Vani Degree & PG College
ANANTAPURAMU.



ATAL INCUBATATION CENTER, SRI
KRISHNADEVARAYA UNIVERSITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

**AIC-SKU Confederation, Sri Krishnadevaraya University Campus, Anantapur-515003,
Andhra Pradesh**

AND

**Sri Vani Degree & PG College, Anantapur - 515002,
Andhra Pradesh**

This **Memorandum of Understanding** (hereinafter referred to as this "MoU") is made effective on and from **14th day of July, 2021** (the "Effective Date")

By And Between

AIC-SKU Confederation, an Atal Incubation Centre established in Sri Krishnadevaraya University, Anantapur, Andhra Pradesh-515003, a not-for-profit Section-8 company under Companies Act 2013, with the support of Atal Innovation Mission, NITI Aayog, Govt of India, represented by its **CEO**, (hereinafter referred to as "**AIC-SKU**" which expression, where the context admits shall include its successors in interest and permitted assigns) as the **FIRST PARTY**

AND

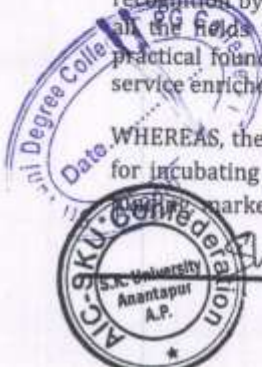
Sri Vani Degree & PG College, Anantapur (hereinafter referred to as "**SVDPC** " which expression, where the context admits shall include its successors in interest and permitted assigns). SVDPC offers various undergraduate and postgraduate courses in arts and sciences. SVDPC constitutes the **SECOND PARTY**.

WHEREAS AIC-SKU is one of the premier Incubation Centre in the region identified by NITI Aayog, Govt of India and is engaged, inter-alia, in developing the entrepreneurial ecosystem in the region in diverse areas of science & technology.

- Incubating technology based novel ideas
- Promoting interaction with and resourcing technology and expertise from the incubatees
- Creating jobs in rural sector through enterprise and entrepreneurship development
- Providing incubation services and promoting start-ups

WHEREAS SVDPC has been established with social objective of providing technical education accessible and affordable to the rural people. The vision is to attain global recognition by providing high quality education following creative and innovative trends in all the fields thereby emerging as the centre of excellence with strong theoretical and practical foundation and contributing significantly to the society by providing need-based service enriched with social and moral values.

WHEREAS, the Second Party considers and identifies the first party as an expert institution for incubating the start-ups with specialized knowledge in the research, innovations, IPR, marketing, and other niches of the startup ecosystem, shows interest to collaborate



Principals
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Sri Vani Degree & PG College
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www.sri vani degree pg college.org



with the first party in order to work together towards building robust entrepreneurial and startup ecosystem at SVDPC.

WHEREAS, both the parties agree to enter into a Memorandum of Understanding to work jointly towards a common goal to foster entrepreneurship among student community through various sensitization and engagement programs, innovation and immersion programs and other knowledge exchange programs.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO SETIN THE TERMS AND CONDITIONS HEREUNDER:

1. AIC-SKU and SVDPC agree to work closely in undertaking the following activities:
 - a. Developing Enterprise and Start-up ecosystem in the SVDPC.
 - b. Training and development program for Students and faculty on entrepreneurship in SVDPC,
 - c. Supporting, mentoring and incubating the start-ups of the SVDPC and other interested parties or institutions of similar nature.
2. The SVDPC and AIC-SKU agree to work closely, exploring their available resources on mutually agreed terms, to arrange and organize the activities as mentioned in the Annexure I covering the topics related to Innovation, entrepreneurship and venture development.

AIC-SKU and SVDPC will spearhead the process of motivation, ideation, prototype development, business planning, necessary training through internships and events, and mentoring students and faculty towards entrepreneurship.

3. Outcomes

This MoU is expected to have the following outcomes:

- Flourishing entrepreneurial culture
- Create a Repository of ideas
- Building up of IP assets for SVDPC
- Spin-off of technologies from the SVDPC through the Innovation centre
- Curation of mentors and experts in different domains
- Incubation of matured ideas/pre incubatees from SVDPC at AIC-SKU
- Revenue generation to the SVDPC through the Innovation centre
- Impact of the SVDPC on the economic wellbeing of the region

4. Space & Basic Infrastructure

AIC-SKU will provide limited space, facilities and basic infrastructure in support of this initiative at AIC-SKU campus. AIC-SKU shall extend its office space and facilities for the conduction of different programs such as training, exhibition, and not for any other reasons.

SVDPC shall provide the necessary space; assign manpower and facilities to conduct the programmes mentioned in the agreement. It also shall extend its laboratories, workshop and expertise for the entrepreneurs to develop their products.



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www.aic-sku.com
www.srivanidegreepg.org





5. Financial Implications

The models of engagement agreed between AIC-SKU and SVDPC is according to the Gold partner as shown in the **Annexure I**. The activities that are mentioned in the agreement for fostering entrepreneurial ecosystem in the campus will be conducted by AIC-SKU and SVDPC jointly as part of the any of the models of engagement.

6. Intellectual Property

AIC-SKU and SVDPC recognize and acknowledge that the ownership of the background IP belonging to each party will exclusively belong to that party. And the same may be owned/used as below:

- a. Any intellectual property arising out of the joint effort of the parties will be jointly shared. The ownership of the IP that are arising out of this activity as mentioned in the agreement shall be decided by SVDPC. SVDPC can make its own arrangement with its faculty and students in this regard. AIC-SKU will not claim any rights over the IP developed by the students during engagement period with SVDPC or developed under this MoU.
- b. Innovations for IPR filing will be screened and selected based on the recommendation of the appropriate committees at SVDPC and AIC-SKU committee constituted to review the patentability of the innovation.

7. Monitoring & Evaluation

Upon the signing the agreement, both the parties shall chart out the timeline/milestones on quarterly basis. The monitoring and evaluation of the activities and the progress shall be done on regular basis by both the parties.

8. Outreach and Publicity

AIC-SKU shall display the logo of SVDPC in its website (www.aic-sku.com). The partnership shall be prominently displayed and mentioned in all the events and programs.

SVDPC shall display the logo of AIC-SKU in its office at an appropriate location such as Innovation Cell/Incubation centre and also in their website with a hyperlink to AIC-SKU official website. SVDPC shall mention the logo and the partnership with AIC-SKU in all its PR media such as brochures, flexi, social media sites relevant to the innovation cell/incubation centre events and programs.

9. Resolution of Disputes

Any disputes or differences shall be resolved amicably by mediation and discussion between the Parties. If not, amicably settled within sixty (60) days of the dispute or claim arising, such dispute or claim shall be decided by a sole arbitrator appointed mutually in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (as amended). This Agreement shall be governed by Indian laws.

10. Confidentiality

- a. During and for a period of three years from the date of termination of this Agreement, each party agrees to consider as confidential information disclosed by the other



K. S. Srinivasulu Reddy
Sri Vani Degree & PG College
ANANTAPURAMU.
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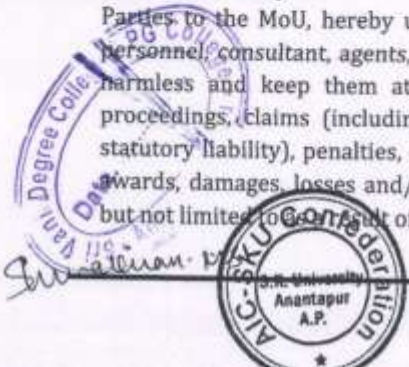
- party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- o is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - o is already known or become known to the receiving party
 - o is received from a third party having no obligations of confidentiality to the disclosing party,
 - o is independently developed by the receiving party; or
 - o is required to be disclosed by law or court order.
- c. The parties acknowledge that the 'Confidential Information' is proprietary to the disclosing party, has been developed and obtained through great efforts by the disclosing parties and that disclosing party regards all of its confidential information as trade secrets. Disclosure of the information to other party cannot be treated as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the effective date, nor as granting any right with respect to the use or marketing of any product or service.
- d. Neither of the Parties shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party
- e. The provisions of this Article will not apply to any information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by receiving Party from third parties without any breach of confidentiality obligations.
- f. This section will survive the expiration or termination of this MoU for one (1) year from the date of expiration or termination of this MoU.

11. Force Majeure

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

12. Indemnity

Parties to the MoU, hereby undertakes and agrees to indemnify one another, and their personnel, consultant, agents, and associated parties under this Agreement and hold them harmless and keep them at all times fully indemnified from and against all actions, proceedings, claims (including any claims raised by third parties), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to the result of:



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- i. Breach or non-performance by the Parties of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; or
- ii. Any claim or proceeding brought by the Parties or any other person against AIC-SKU, and all its personnel, management, employees, consultant, agents, stakeholders including startups and associated parties in respect of any products or services offered by Partner; or
- iii. Any negligent act or omission or default or misconduct or fraud of the Parties, its employees, agents, sub-contractors; or
- iv. Any act, deed, omission or non-performance on the part of the Partner or its Employees or Agents;
- v. Contravention of any law, as may be applicable from time to time, or industry practice;

13. Nature of MoU

This MoU is not a legally binding document and serves only on the terms of mutually agreed terms to between the parties. The said MoU shall in no form be legally enforceable and has no binding on either party/ partner involved in the same.

14. Amendments to the MoU

Changes and/or deviations are likely to happen both in context and extent of the subject matters covered under this MoU. Any modifications to the agreement shall be considered only when accepted mutually in writing by both parties by signing amendment to the agreement.

15. Terms and Termination

This MoU, unless extended by mutual written agreement of the parties, shall be valid up to 03 years after the effective date specified in the opening paragraph, provided that the second party duly contributes to the annual partnership year-on-year. This MoU may be amended or terminated or renewed earlier by mutual written agreement of the parties at any time. The agreement may not be assigned or transferred without the prior written consent of the other party to this agreement. This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. This MoU constitutes the entire and only MoU between the parties, and all prior negotiations, representations, agreements, and understanding are hereby superseded. Either Party may at any time during the MoU term, by way of 2 (two) weeks' written notice, intimate to other party, its intent of terminating this MOU.

Shivatharan. ms



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BY IN WITNESS whereof the Parties hereto have caused this MoU to be duly executed, effective as of the day and year first above mentioned.

On behalf of AIC-SKU, Anantapur

On behalf of SVDPC, Anantapur

Shivakiran. MS

Name: Dr. M.S. Shivakiran

Title: Chief Executive Officer

Date 14/07/2021

Witness

B. Rajasekhar
Office Executive
AIC-SKU Confederation,
S. K. University
Anantapur.



Name:

Title:

Date

Witness

Y. Ushak



Dr. C. Muthyalappa
Asst. professor
Sri Vani degree college
Kakkalapalle cross.
Anantapur.



K. H. V. Prasad
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CHALUKYA TECHNOLOGIES PRIVATE LIMITED

CHALUKYA TECHNOLOGIES PRIVATE LIMITED (Formerly known as Chalukya Holiday Resorts Private Limited)

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on **19 JULY, 2021**

By and between:

By

1. **Sri Vani Educational Society** having its office at NH - 44, Near Sakshi Press, Kakkala Palli Cross, Bangalore Highway, Anantapuramu - 515 001 Andhra Pradesh, and represented by its Authorized Signatory, (hereinafter referred to as "**Institution**" which term shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives, and permitted assigns).

And

2. **Chalukya Technologies Pvt Ltd**, a company incorporated under the laws of India and having its registered office at 11, Commissariat Rd, Ashok Nagar, Bengaluru, Karnataka 560025 represented by its authorized signatory, Kaushik Raju (hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its affiliates and group entities, successors and permitted assigns).

The Institute and the Company are referred to individually as a "**Party**" and collectively as the "**Parties**"

WHEREAS:

- a) The Company *inter-alia* owns and provides learning platforms called "Xcelerator" and offers other services which connect students across educational institutions to various companies and projects in furtherance of development and enhancement of their skill sets ("**Platform**").
- b) The Institution has represented and warranted that it provides university recognized & approved undergraduate & postgraduate technical programs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY EACH PARTY, THE PARTIES AGREE AS FOLLOWS:

Regd. & Corporate Office Atria Power: 1st Floor, No.11, Commissariat Road, Bengaluru - 560025

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CHALUKYA TECHNOLOGIES PRIVATE LIMITED

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1. SCOPE OF SERVICES

1.1 The Company will provide the following facilities to the Institution and to the participating students and staff of the Institution:

Services for the Institution

- Institute specific dashboard to automate the placement process.
- Manage campus drives.
- Access to the student profiles.
- Place Students - Get multiple jobs / internships across the Xcelerator partnered companies to the campus.

Services for the Students

- Access to Job & Internships across the Xcelerator partnered companies.

1.2 The Institution has agreed to cooperate with the Company in the following manner, to facilitate the use of the Platform by its students and the staff:

- Access to the Company to interact and engage with the students of the Institute, including through personal interactions, counselling and supply of online and offline material.
- Provide the complete information of the students and the staff across all the departments to create the accounts in the platform.
- Encourage all the students and staff to access and engage in the Platform; and raise awareness regarding the purpose and utility of the Platform.
- Designate a representative to control and coordinate the activities with the Company
- Facilitate organization, support and follow-up of visits of the Company's representatives to the Institution.

1.3 The Company and the Institution may also organize and conduct workshops, seminars and conferences in the Institution regarding the Platform on mutually agreeable terms and topics.

2. REPRESENTATION AND WARRANTIES

2.1 Each Party represents and warrants to the other that: (i) it is a duly incorporated duly and organized under the applicable and has full authority to carry on its business and enter into and carry out the terms of this MOU; (ii) this MOU constitutes its legal, valid and binding agreement, enforceable against it in accordance with its terms; (iii) it shall comply with all applicable laws in performing its obligations under this MOU; and (iv) the execution, delivery and performance of this MOU shall not conflict with or result in a breach of any other agreement to which it is a party.

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3. INTELLECTUAL PROPERTY RIGHTS

The Company is the sole and exclusive owner of the intellectual property, brand name, logos, software, content, information, and materials relating to the Platform, and has all the rights and interests relating to ownership and use of the Platform. The Institution acknowledges that the Company shall also have all the rights and interest in the content arising from the access and use of the Platform. The Parties are free to publicly share/publish/make announcements about this engagement the rights to the content created for commercial purposes will be discussed between the institute and company prior to undertaking of any such content creation. The terms for such an arrangement will be decided independently of this MOU. The rights to work products created by students as a result of executing projects belong to the students unless otherwise agreed upon in a prior agreement with the Company.

4. TERM AND TERMINATION

This MOU shall remain in force for a valid period of 2 years from the Effective Date. It may be terminated at any time by either Party by giving 3 (three) months' notice to the other Party in writing. Termination of this MOU shall be without prejudice to any claim or right of action of either Party against the other Party for any breach of this MOU.

5. DISPUTE RESOLUTION AND GOVERNING LAW

5.1 Any and all disputes of every kind, arising out of or related to this agreement, which disputes are not resolved internally between the parties after at least thirty (30) days of negotiation, in good faith, by the respective senior management of the parties, shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The place of the arbitration shall be Bangalore, Karnataka unless otherwise mutually agreed by the parties in writing. The Parties shall be entitled to appoint an arbitrator each and the two (2) such party appointed arbitrators shall jointly appoint a third arbitrator who shall serve as the chairman of the tribunal. Subject to the provisions of clause 13, courts at Bangalore, Karnataka shall have exclusive jurisdiction over any matters arising out of this agreement. This agreement shall be governed by the laws of India.

6. SEVERABILITY

6.1 In the event that any provision of this MOU shall be determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this MOU shall otherwise remain in full force and effect and enforceable.

7. ENTIRE AGREEMENT

7.1 This MOU will constitute the entire agreement of the Parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the MOU.

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CHALUKYA TECHNOLOGIES PRIVATE LIMITED
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In Witness Whereof, the Parties have entered into this MOU on the day and year first above written.

For
Sri Vani Educational Society

N. Narayanamma

Authorized Signatory
Name: **N. NARAYANAMMA**
Designation: **Correspondent**
CORRESPONDENT
Sri Vani Educational Society
ANANTAPUR

For
Chalukya Technologies Pvt Ltd.

Kaustik Raju

Authorized Signatory
Name: **Kaustik Raju**
Chalukya Technologies Pvt Ltd.

K. Hanumanth
PRINCIPAL
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