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SRI VENKATESHWARA COLLEGE OF ENGINEERING

BENGALURU

Article 12 Bond

: MEMORANDUM OF UNDERSTANDING

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: SRI VENKATESHWARA COLLEGE OF ENGINEERING

**BENGALURU** 

: AQMENZ AUTOMATION PVT LTD BENGALURU

: SRI VENKATESHWARA COLLEGE OF ENGINEERING

**BENGALURU** 

: 100

(One Hundred only)



Please write or type below this line

## MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 26<sup>th</sup> day of – August Month – Two Thousand and Twenty (2020), by and between

SRI VENKATESHWARA COLLEGE OF ENGINEERING, the First Party represented herein by its Chief Executive Director, Dr. Shashidhar Muniyappa (hereinafter referred to as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or contest shall include its successors — in — office, administrators and assigns).

Statutory Alert:

- 1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Hold Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
- 2. The onus of checking the legitimacy is on the users of the certificate.
  3. In case of any discrepancy please inform the Competent Authority

#### AND

AQMENZ AUTOMATION PVT, LTD., and represented herein by its CEO, Mohan V S (hereinafter referred to as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'),

#### WHEREAS:

- A. First Party is a Higher Educational Institution named:
  - a. SRI VENKATESHWARA COLLEGE OF ENGINEERING, BENGALURU
- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D. AQMENZ AUTOMATION PVT, LTD., the Second Party is engaged in product design, Industrial Automation, Open Source Robotics, Python & deep learning and embedded systems. Indoskill is one on one training platform, powered by AQMENZ AUTOMATION PVT, LTD., currently providing skill orientated training the students on real time Industrial projects.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

### **CLAUSE 1**

#### **CO-OPERATION**

1.1.Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within





the Institution and its related wings. The Parties shall keep each other informed of additional opportunities for the another.

1.2. The general terms of co-operation shall be governed by this MOU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede and prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2**

#### SCOPE OF THE MoU

- 2.1. The budding graduates from the institutions could play a key role in technological upgradation, innovations, and competitiveness of an industry. Both parties believe that close co-operation between the two could be of major benefit to the student community to enhance their skills and knowledge, the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry-ready.
- 2.2. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.3. There is no financial commitment on the part of **Sri Venkateshwara College of Engineering**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt with separately.

#### **CLAUSE 3**

#### INTELLECTUAL PROPERTY

3.3. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs) of the other Party.

#### **CLAUSE 4**

#### VALIDITY

4.1. This agreement will be valid until it is expressly terminated by either party on mutually agreed terms, during which period AQMENZ AUTOMATION PVT, LTD., the Second





Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of AQMENZ AUTOMATION PVT, LTD., the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.

- 4.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 4.3. Any additional services required by the second party are chargeable as per agreed prices.

#### **CLAUSE 5**

## RELATIONSHIP BETWEEN THE PARTIES

- 5.1. It is expressly agreed that the **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation of liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2. Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bengaluru, Karnataka, IN.

#### CLAUSE 6

### **SPACE AGREEMENT**

6.1 The First Party shall provide the office space (about 400 Sq. ft), upon which second party shall pay Rs. 4000/- for the first 6 months, Rs. 5000/- from 7<sup>th</sup> month to 12<sup>th</sup> month, after 12<sup>th</sup> month Rs. 6000/- for the next one year and agreed percentage increase in the rent thereafter as maintenance charges.

# Upon singing the MOU, Benefits from the Second Party to Students of First Party:

- 01. Free internship will be provided to Top 5 students from any discipline.
- 02. Workshops will be conducted to students with reasonable charges





- 03. Imparting Technical and Professional skills to the selected students.
- 04. Paid Internship will be offered to the selected Students.
- 05. Guidance on Real Time Students Project

## Benefits from the Second Party to First Party:

- 01. Any workshop under our field of expertise conducted through INDOSKILL and organized by the college, 15 % of the collected fee will be contributed to the college.
- 02. one Free FDP under our field of expertise will be conducted every year in the college.
- 03. Placement Assistance will be provided to trained students under INDOSKILL.
- 04. In future, while relocating or vacating the workplace, Robotic & Industrial Automation training kit will be donated to the college.

## AGREED.

For

For

Sri Venkateshwara College of Engineering

Authorized Signatory

Aqmenz Automation Pvt, Ltd.,

Cri Vanladad Cri	
Sri Venkateshwara College of Engineering Address: Vidya Nagar, Kempegowda	AQMENZ AUTOMATION PVT, LTD.,
Address: Vidya Nagar, Kempegowda International Airport Road, Bengaluru, Karnataka 562157	A ddmaa.
Contact Details: +91 94481 94816	R T Nagar, PB 32, Bangalore Contact Details: +91 9743396604/
E-Mail: principal@svcengg.edu.in	9738802359 E-Mail : <u>info@indoskill.in</u>
Web: https://svcengg.com	cto@indoskill.in Web: www.indoskill.in

Witness 1:

Mohammed Azhal Hussain

Witness 3:

Witness 5:

Witness 4:

SUNIL.S AP - MED

Witness 6: