

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**SRI VENKATESHWARA
COLLEGE OF ENGINEERING
BENGALURU**

&

NULLCREW TECHNOLOGIES

FOR

OFFICE SPACE, TRAINING, AND INTERNSHIPS

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **26th 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 context shall include its successors – in-office, administrators and assigns).

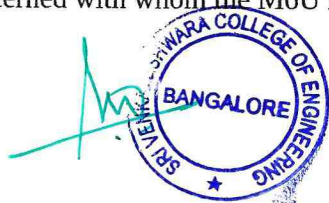
AND

NULLCREW TECHNOLOGIES, and represented herein by its CEO, **Abhay Rudramuni** (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:
 - (i) **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) **NULLCREW TECHNOLOGIES**, the Second Party is engaged in Business, Manufacturing, Skill Development in the fields of **Technological Consultancy, Development, Training** and related fields.
- E) **NULLCREW TECHNOLOGIES**, the Second Party is promoted by **promoter name** Group; Address, and background of the Company.
- F) Given related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.



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 potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate 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 any 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 up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would 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.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **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

- 3.1 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 **NullCrew Technologies**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **NullCrew Technologies**, 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. The first party shall provide the office space for 1 year free of cost, extendable based on the performance of second party and relationship between the two parties.
- 4.4. Any additional services required by the second party is 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 or 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 HeadQuarters 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.

AGREED:

For
Sri Venkateshwara College of Engineering

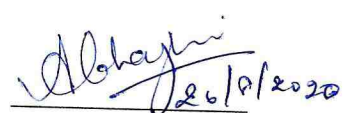
For
NullCrew Technologies


Authorized Signatory

Date: 26-Aug-2020

PRINCIPAL


Sri Venkateshwara College of Engineering
Vidyanagar, Bangalore-562 157


Authorized Signatory

Date: 26-Aug-2020

Sri Venkateshwara College of Engineering	NullCrew Technologies
Address: Bengaluru International Airport Road, Kempegowda Int'l Airport Rd, Vidya Nagar, Central Telecom Society, Bengaluru, Karnataka 562157	Address: Sri Venkateshwara College of Engineering, Bengaluru International Airport Road, Kempegowda Int'l Airport Rd, Vidya Nagar Central Telecom Society, Bengaluru, Karnataka 562157
Contact Details: +91 94481 94816	Contact Details: +91 89713 91534
E-mail: principal@svcengg.edu.in	E-mail: ceo@nullcrew.tech
Web: https://svcengg.com	Web: https://nullcrew.tech

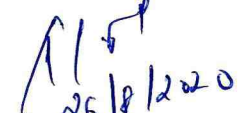
Witness 1:

Kulkarni Varsha
Asst. Professor
Dept. of CSE
SVCE

26/8/2020

Witness 2:

Bhamu Pratap
CTO, NullCrew Tech


Witness 3:

Dr. Shoba M
Prof. & Head,
Dept. of ISE, SVCE

26/8/2020

Witness 4:

Mayukh Sil
COO, NullCrew Tech
