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M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

Article 12 Bond

MOU

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(Zero)

M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

IDP EDUCATION INDIA PVT LTD

M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

(One Hundred only) सत्यमव जयत



Please write or type below this line

MEMORANDUM OF UNDERSTANDING BETWEEN

M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

AND

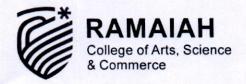
IDP EDUCATION INDIA PVT LTD (IDP INDIA)

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 Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.





ಎಮ್ ಎಸ್ ರಾಮಯ್ಯ ಕಲಾ, ವಿಜ್ಞಾನ ಮತ್ತು ವಾಣಿಜ್ಯ ಕಾಲೇಜು M S Ramaiah College of Arts, Science and Commerce Re-accredited 'A' by NAAC, Permanently Affiliated to Bengaluru City University, Approved by Government of Karnataka, Approved by AICTE, New Delhi,

Recognized by UGC under 2f & 12B of UGC act 1956

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this day 4th November 2020, BY AND BETWEEN IDP Education India Pvt Ltd and M S Ramaiah College of Arts, Science & Commerce.

IDP Education India Pvt Ltd (IDP India) one of the wholly owned subsidiary of IDP Education Ltd, which represents over 400+ education institutions globally and is a proud co-owner of IELTS Examination - the world's leading English proficiency test along with the British Council and the University of Cambridge (ESOL Examinations). IDP India has its Regd office presence at 204-205, 1st Floor, Excellency Building, Papanna Street St. Mark's Road Bengaluru, Karnataka 560001 and Corporate Office at Global Gateway Towers, 6th Floor, Sector 26, M.G. Road, Sikanderpur Ghosi, Gurgaon – 122002.

M S Ramaiah College of Arts, Science and Commerce was established in 1994 offering both under graduate and post graduate degrees offered by Bangalore City University in Arts, Science, Commerce and Management streams. The college is approved by AICTE, New Delhi, recognized by the Government of Karnataka. The college is also recognized by UGC under 2(f) and 12 B of UGC Act 1956, re-accredited "A" grade by NAAC.

IDP Education India Pvt Ltd, represented by $\underline{\text{Mr Mohammed Imran}}$, authorized representative of the organization'.

AND

M S Ramaiah College of Arts, Science & Commerce represented by

<u>Dr A Nagarathna, Principal</u> authorized representative of the organization'.

IDP India & M S Ramaiah College of Arts, Science & Commerce (MSRCASC) are hereafter referred to individually as "Party" and collectively as "Parties".

1. PREAMBLE

IDP India helps international students gain admission to various Education institutions in the main English-speaking countries through its various offices and offers Services that include personalized course advice, course application submission and pre-departure guidance.

M S Ramaiah College of Arts, Science & Commerce a leading Educational organization that has shown readiness to collaborate with IDP India for promoting the overseas studies & to

provide all required infrastructure & facilities for running & conducting the various Seminars/ Events from time to time throughout the whole academic year as and when required.

NOW THEREFORE in consideration of the foregoing & mutual covenants and promises contained herein the Parties agree as follows:

- 1. It is agreed between the parties that IDP India & MSRCASC shall work together on a non- exclusive basis for the purpose mentioned above.
- 2. Role & responsibilities of each party will be as under: Role & Responsibilities of IDP India:
- Conducting mini education fair once a year where best of US, UK, New Zealand, Ireland, Canada and Australia Universities/institutes representatives will participate subject to their availability.
- Conducting various Seminars pertaining to advantages of Overseas Studies.
- Inviting students designated by the College for all relevant value-added activities being conducted through IDP India.
- Providing promotional creatives/posters to MSRCASC Students to the best of its abilities to use as collaterals for various events.

Role & Responsibilities of the College

- Allow students to attend the various events/Seminars organized by IDP India.
- To render all required support to IDP India in conducting events Non-financial in nature.
- To arrange & provide required infrastructure & facilities like:
- Permission to post IDP India event posters in college premises.
- Dedicated notice board / space in common notice board in college premises.
- Permission for using classroom/ Seminar hall (typically 1-2 times a semester during post college hours for conducting Events/ Seminar/ one to one session) (Depending upon availability in College)
- Provide LCD Projector (if possible).
- Tables & Chairs.
- MSRCASC college will not bear any financial liability for conducting any of these programs.

All programs conducted by IDP should be exclusively for only students designated by MSRCASC College. Other students will not be invited/involved.

3. Term of MOU:

This MOU comes into force from the day of signing by the last party. The term of this MOU one (3) year from the last party signing hereof. Either party may terminate this MOU by giving thirty (30) days prior written notice to the other party.

4. Relationship Between the Parties

This MOU does not deem to establish a permanent relationship between the parties except to the terms of this contract.

Also, this MOU is non-commercial in nature and entered between the said parties purely for Academic purposes benefitting the Students as designated by MSRCASC College. It is mutually agreed between both the parties that they will not charge the Students any form of fees, service charges, etc. for offering their services and support to the Students.

M S Ramaiah College of Arts, Science and Commerce shall not directly or indirectly involve itself in any student counselling activity in respect of recommending and/or canvassing any foreign University/Institution to the Students, Parents and Guardian

5. Limitation of liability:

Neither party shall be liable for any special, indirect, incidental, punitive, contingent nor consequential loss or damages suffered out of or in connection with the aforesaid MOU whether as a result of a breach of this MOU or otherwise.

5. Dispute Resolution:

The parties recognize that a bonafide dispute as to certain matters may from time to time arise during the term of this MOU, which relates to either Party's rights or obligations hereunder. In the event of the occurrence of such dispute, either Party may, by written notice to other Party, have such dispute referred jointly to the authorized representatives of the Parties, or their successors or counterparts, for resolution by good faith negotiations within 15 days after such notice is received in respect of such dispute.

Any party will not sue any concerned or will be sued in any Court of Law for being unable to provide any of the activity, due to any unforeseen circumstances.

All aspects where the above articles of understanding are silent or for special cases of deviation or in case of any dispute arising out of MOU, all such disputes will be resolved mutually and amicably by mutual consultations.

IN WITNESS WHEREOF, the Parties hereto, each acting under due & proper authority have executed this MOU as of the date written above

FOR IDP Education India Private Limited

FOR M S Ramaiah College of Arts, Science and Commerce

Name: MOHAMMED JMRAN

Name:

FOR

Signature

IDP EDUCATION INDIA PVT. LTD

No. 8, Excellency Building, 1st Floor, 203, 204, Papanna Street, Off. St. Mark's Road, BANGALORE - 560 001 Phone: +91 80 44118888

Email: info.bangalare@idp.com Web:www.india.ldp.com

Signature Date:

Dr. A. NAGARATHNA Professor & Principal M.S. Ramaiah College of Arts Science & Commerce MSRIT Post, Bangalore - 560 054



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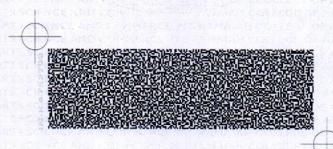
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AND

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ATS Infotech Pvt Ltd

L-107,1st Floor Lajpat Nagar II New Delhi 110024, INDIA Tel:-+91-11-29819891

e-mail :-contact@atsinfotech.net Web:-www.atsinfotech.in / www.atsis.com

Memorandum of Understanding

- 1. This Memorandum of Understanding is being executed on 25th November 2021 between M/s ATS InfoTech Pvt. Ltd, Microsoft-AEP (Authorized Education Partner) having its registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by Mr. Nikhil Ratwani (Director Operations) hence for purpose of MOU known as 'Delivery Partner' and M S Ramaiah College of Arts, Science and Commerce represented by Dr A Nagarathna (Principal), hence for purpose of MOU known as 'Resource Partner'.
- 2. Delivery Partner would be offering International Certifications to the interested students from different vendors@ academic discounted price and those students who voluntarily pay the exam fees would be getting bundled training free of cost mapped to the certifications.
- 3. This contract in no way creates any financial binding nor does it imply that 'resource partner' has committed to provide any fixed number of student's registrations per year for the certification exams /bundled workshops, the only commitment from their end is to provide platform to address students / seminar to educate and motivate them about the various certifications and subsequent permission for registering the students who are **voluntarily interested** for the same.
- 4. As part of the special offering all exam vouchers provided to students for certifications would have a **second attempt bundled free** in case the student fails to clear the same in first attempt at a nominal cost of 1000/-.
- 5. Delivery Partner would bundle a 'free of charge' faculty development Program once a year for the faculty members of the resource partner.
- 6. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 10% of the total students enrolled in academic year.
- 7. Students would be registering directly for the certification exam by making payment to M/s ATS Infotech Pvt Ltd, through online mode. Incase if the resource partner collects the payment, the college will share the name of SPOC with whom were the payment needs to be submitted before the seminar is scheduled and the amount would have to be transferred to delivery partner max within 7 days, as exam vouchers can only be registered once payment is made. Students would be receiving a confirmation mail of their voucher being booked and entitlement to free training/workshop, once they register online.
- 8. The fee charged is against Microsoft /other vendor Certification exam and all other services like training are complimentary / bundled free and cannot be linked anywhere with the release of payment to **delivery partner** (incase if the certification fees is collected by **resource partner**).
- Student would be receiving their transcript and certificates for the exam directly in their account in e-format, from the specific vendor like Microsoft /Certiport etc. post successfully clearing the exam.

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- 10. Resource Partner would be Provided 15% of the total number of students enrolled as 'Resource Utilization Fees' against use of infrastructure and other resources for the bundled free training. (Only for Offline Mode on min registrations of 50)
- 11. Resource Partner would provide necessary infrastructure within college like labs with Computers, LCD Projector's, internet etc. for the execution of the **free training** and conducting the **Certification Exam.**
- 12. Resource partner would allocate time slot either on weekends/holidays /regular slot for min 6-8hrs or as per mutual consent with delivery partner for execution of FREE training in their campus.
- 13. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
- 14. The tenure of the contract would be for a period of three years i.e. from 25th November 2021 to 24th November 2024, same cannot be terminated before a period of one year from the date of signing of the MOU.
- 15. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and Government taxes as and when applicable by the Government of India. However, a proper communication would be provided, whenever there is impact on the same.
- 16. "Resource Partner" cannot hire or take services from any current full time /part time, ex- employee of the Delivery Partner either directly or indirectly for any full time or part time assignment for minimum period of one year from the date of expiry of contract.
- 17. "Resource Partner" must follow from time to time rules/regulation & operational protocols laid down by Microsoft/Certiport other international vendors for their respective certification.
- 18. Incase of any dispute ,or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance there of shall be binding on the parties, however the court of jurisdiction would be New Delhi.
- 19. The clause is intended to be legally binding and the parties agree and acknowledge that both the terms of MOU and the discussion relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
- Resource Partner would issue a letter of completion upon successful completion of the certification and bundled training program.
- 21. Minimum batch size to run a free training/workshop bundled with Certification will be 50 students. However in case the numbers are different, than the decision on the same would be as per mutual consent.
- 22. Cost of certification Exam bundled with free workshop.

As-



Microsoft Certification charges & benefits for Students.



Financials

SR NO		Product	No Of Hrs	Min. no Of Students perbatch	Pricing (including taxes)
1	Combined Annual	AI & ML bundledwith Microsoft certification on Azure AI (AI-900)	30-35 hrs	50	4059
2	Data Science Analytics	Data Science & Analytics program bundled with Microsoft (DP-900)& Google certification	30-35 hrs	50	4059
3	AZ-500 Azure Security Engineer Associate Certification Training		30-35 hrs	50	4059
4	Exam MS-540 Microsoft 365 Security Administration 1 lumny Opens 1 lumny Report 2 lumny Report 2 lumny Report 1	Microsoft 365 security (Administrator (Bundled with Microsoft certification)	30-35 hrs	50	4059
5	Name of the state	Cloud computingusing Microsoft Azure (AZ- 900)	30-35 hrs	60	4059

For

M S Ramaiah College of Arts, Science and Commerce Dr A Nagarathna (Principal)

Dr. A. NAGARATHNA

Authorized Signatory & Principal

M.S. Ramaiah College of Arts

Date: Science & Commerce
MSRIT Post, Bangalore - 560 054

For

ATS Infotech Pvt Ltd Mr Manish Kumar Singh (Head, Institutional Collaboration)

Authorized Signatory

Date: 2/11/21.



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- 9. Student would be receiving their **transcript and certificates** for the exam directly in their account in e-format, from the specific vendor like Microsoft /Certiport etc. post successfully clearing the exam.

M S Ramaiah Nagar MSRIT Post Bangalore 560 054

T +91 80 2360 0966/8597 +91 80 2360 6905

F +91 80 2360 6213

E principal@msrcasc.edu.in W www.msrcasc.edu.in

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Ms

(A) NEW DELHI 110024

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Microsoft Certification charges & benefits for Students.



Financials

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2	Data Science -;- Analytics	Data Science & Analytics program bundled with Microsoft (DP-900)& Google certification	30-35 hrs	50	4059
3	AZ-500 Azure Security Engineer Asso Certification Trai	(Bundled Microsoft	30-35 hrs	50	4059
4	Exam MS-500 Microsoft 365 Secus Administration Lines Secus Microsoft 365 Secus Administration Microsoft	(Administrator	30-35 hrs	50	4059
5	Secretary Secretary	Cloud computingusing Microsoft Azure (AZ- 900)	30-35 hrs	60	4059

For

M S Ramaiah College of Arts, Science and Commerce Dr A Nagarathna (Principal)

Authorized Sign Aor NAGARATHNA

Professor & Principal

Date: Science & Commerce

MSRIT Post, Bangalore - 560 054

For

ATS Infotech Pvt Ltd Mr Manish Kumar Singh (Head, Institutional Collaboration)

Authorized Signatory

Date: 25/11/21.



MEMORANDUM OF UNDERSTANDING (MoU)

Between

Bigleap Consultants Private Limited

No.301/1, 1st Stage, 2nd Phase, 10th Main, 2nd Cross, Gokul, Bangalore – 560054

and



Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India.



MEMORANDUM OF UNDERSTANDING

A. The Purpose of this Memorandum of Understanding (MOU) is to set out the nature of the collaboration between:

M S. Ramaiah College of Arts, Science & Commerce is one of the Premier Organisation in Bangalore. M S Ramaiah College of Arts, Science & Commerce having its head office at address Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India. and called as Abbreviation MSR College which Expression shall include its Representative, Successors and Assignees) on the other part.

and

Bigleap Consultants Private Limited plays an active and important role in promoting trade and investment in the. The address of the No.301/1, 1st Stage, 2nd Phase, 10th Main, 2nd Cross, Gokul, Bangalore – 560054 and called as Abbreviation Bigleap

M S Ramaiah College of Arts, Science & Commerce & Bigleap Consultants Private Limited, hereafter jointly referred to as "the parties", have agreed to work collaboratively to develop a Centre for Excellence to bridge the gap between the Academia and the Industry. The Centre for excellence aspires to contribute to Industry and Academia through its manifold activities.

Whereas

- It is recognised that M S Ramaiah College of Arts, Science & Commerce _is an affiliated private institution providing value based, quality education offering post graduate programs in Management approved by AICTE and that WHEREAS, Bigleap Consultants Private Limited is the organisation representing large and medium industries in the State of Karnataka.
- It is the intention of the parties of this MOU to formalise an agreement to work together to enhance their understanding and to collaborate in developing awareness among faculty and industries, collaboratively to develop and implement programmes for capacity building of industry through executive development programs and facilitate effective utilization of capabilities of both the parties.



Page 2 of 5

B. The Parties hereto agree initially to collaborate in the following areas:

- a. To carry out research in various areas that impact the business and society.
- b. To collaboratively launch executive development programs for different business functions and verticals.
- c. Industry, Institution Interaction (III) for skill development of the stakeholders (Industry experts, faculty, and students) through seminars and workshops.
- d. Networking of Academia with the Business leaders and Industry members.
- e. To generate the joint IPR to foster innovation.
- f. Promoting Industry experts, faculty, and student participation in developing industrial and institutional development process which facilitates industry and institutional growth.
- g. Any other which is beneficial to both Bigleap Consultants Private Limited and M S Ramaiah College of Arts, Science & Commerce.
- h. Create models for continuous improvement of industry and institutions

C. Assignments and Expectations

- 1. The Parties agree to develop specified individual proposals in response to the provision of expertise that will be conducted under one or more statements of work to be agreed to, that will detail the assigned work and expectations of each activity including timelines. The scope of any individual programmes of work under this MOU will be jointly planned and conducted by the officers nominated by each party with final approval of any statement of work dependent upon the availability of guaranteed financial support by the parties.
- 2. This MOU provides the parties to work together in identifying funding options on the agreed programmes outlined below.

D. Responsibilities of M S Ramaiah College of Arts, Science & Commerce

- M S Ramaiah College of Arts, Science & Commerce will extend a greater support to Bigleap Consultants Private Limited in undertaking research and consulting projects of business and social relevance.
- 2. M S Ramaiah College of Arts, Science & Commerce will extend support in providing student and faculty interns to Bigleap Consultants Private Limited to support the programs and activities of Bigleap Consultants Private Limited
- 3. M S Ramaiah College of Arts, Science & Commerce will support Bigleap Consultants Private Limited with training and development programs for upskilling Industry executives with contemporary management knowledge and techniques.



E. Responsibilities of Bigleap Consultants Private Limited

- Bigleap Consultants Private Limited shall support Ramaiah College of Arts, Science & Commerce in running joint certification programs for Executives at different functional levels.
- Bigleap Consultants Private Limited shall support Ramaiah College of Arts, Science & Commerce in carrying out research in various areas which would contribute to the society and business development.
- Bigleap Consultants Private Limited will provide MS Ramaiah College of Arts, Science & Commerce Industry, Institution interaction leading to skill development of the stakeholders both from industry and institutions through the seminars and workshops
- Bigleap Consultants Private Limited will provide opportunity to faculty members based on their expertise to contribute to the various committees of their Chamber

F. Actions Envisaged

MS Ramaiah College of Arts, Science & Commerce and Bigleap Consultants Private Limited shall agree that the following initial actions will be initiated on execution of this MOU:

- 1. To work together to establish the Center for Excellence by this month end.
- 2. The teams to identify the dates to launch the Centre of Excellence.
- 3. Meeting to discuss about the certification courses to be offered from the Centre of Excellence.

G. Notices

Correspondence relating to the implementation of this MOU will be addressed to the following:

For MS Ramaiah College of Arts, Science & Commerce

Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, **Designation: Principal**

For Bigleap Consultants Private Limited No.301/1, 1st Stage, 2nd Phase, 10th Main, 2nd Cross, Gokul, Bangalore – 560054 Designation: Director



H. Term

This MOU will come into force on and signing by both M S Ramaiah College of Arts, Science & Commerce and Bigleap Consultants Private Limited. This MOU will remain in effect for a Period 1.5.2022 to 30.4.2023 and may be renewed subject to mutual approval by the parties. The MOU may be cancelled at any time by either party giving sixty days' written notice. The provisions of this MOU will, however, remain in force beyond the date of such termination, to the extent necessary to permit an orderly winding up of activities and settlement of accounts between the Parties.

Authorised Signatories:

For and on behalf of	For and on behalf of			
Ramaiah College of Arts,	Bigleap Consultants Private			
Science & Commerce	Limited			
PRINCIPAL				
By:	By: Director			
Name: Valsaca'4	Name: C.S. Bharathish.			
Date:	_ Date: _ 80 4 2 022 \$			
Seal Seal Seal Seal Seal Seal Seal Seal	Seal			
1. Witness sign	2.Witness Sign			
Name: State Town	Name:			





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M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

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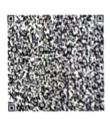
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Stamp Duty Amount(Rs.)

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(Two Hundred only)







MEMORANDUM OF UNDERSTANDING BETWEEN

se write or type below this line

M S RAMAIAH COLLEGE OF ARTS, SCIENCE AND COMMERCE

AND

BIOCON ACADEMY

CONTD....

THIS RENEWAL IS EXECUTED ON THE $^{13^{\rm TH}}$ DAY OF MARCH, 2023 TO THE MEMORANDUM OF UNDERSTANDING DATED 1ST DAY OF APRIL, 2020 BY AND BETWEEN:

M.S Ramiah College of Arts Science and Commerce, re-accredited with "A" Grade by NAAC (National Assessment and Accreditation Council), permanently affiliated to Bangalore Central University (BCU), and approved by AICTE (All Indian Council of Technical Education) with its address at MSR Nagar, MSRIT Post, Bengaluru 560054 as 1st party.

And

Biocon Academy, an Academy registered as company under section 25 of the Companies Act, 1956, having its registered office at 3rd Floor, PB Soft Tech, Electronic City Phase II, Bangalore - 560100 ("**Academy**") as 2nd party.

Academy and MSRCASC are collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

- I. The Parties had executed a Memorandum of Understanding dated 1st April, 2020 (hereinafter "MOU"), under which the MSRCASC and Academy had jointly designed and offered specific 8-week certificate program on Quality Control Analytical (QCA)
- II. The Parties have mutually agreed to extend the Term of the MOU.

NOW THEREFORE, in consideration of the premises and mutual covenants set in the MOU, the Parties mutually agree renew the MOU with the following terms and conditions:

- Parties agree to extend the Term of the MOU as per Section 2 (C) for a period of three
 years starting from 31st March, 2023.
- 2. This renewal of MOU is effective from 31st March, 2023.
- Unless otherwise expressly provided in this covenant, all capitalized terms used in this
 covenant but not defined herein shall continue to have the meaning set forth in the MOU.
- 4. All other existing terms and conditions of the MOU shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this covenant and the MOU, the provisions of this agreement shall prevail to the extent of the subject matter covered herein.

- This agreement may be executed in counterparts and all of such counterparts taken 5. together shall be deemed to constitute one and the same instrument. The renewal agreement, once executed by party, may be delivered to the other party by facsimile transmission or portable document format (PDF) bearing the signature of the delivering Party.
- 6. This covenant shall come into force from the effective date and shall be valid for a period of three (3) years commencing from the effective date ("Term"). The MOU may be renewed in writing on mutually agreed terms between the parties through renewal of agreement.

In witness whereof, the Parties have executed this MOU, on the day, month and year first abovementioned, by the duly authorized representatives of the Parties.

Signed and delivered on behalf of

Biocon Academy

Signed and delivered on behalf of

M.S Ramiah College of Arts, Science and Commerce

Title: Authorised Signatory

Name: Dr. VATSALA G Title: Principal, MSRCASC

Name: Mukesh Kamath K

Title: Authorised Signatory



MEMORANDUM OF UNDERSTANDING (MoU)

Between
FLEXI EFFICADS PRIVATE LIMITED
Plot No. 283/6, Bommasandra-Jigani Link Road, Jigani Industrial Area, Bangalore
560105

and



Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India.

For Flexi Efficads Private Limited

Director

For Flexi Efficads Private Limited

B. The Parties hereto agree initially to collaborate in the following areas:

- a. To carry out research in various areas that impact the business and society.
- b. To collaboratively launch executive development programs for different business functions and verticals.
- c. Industry, Institution Interaction (III) for skill development of the stakeholders (Industry experts, faculty, and students) through seminars and workshops.
- d. Networking of Academia with the Business leaders and Industry members.
- e. To generate the joint IPR to foster innovation.
- f. Promoting Industry experts, faculty, and student participation in developing industrial and institutional development process which facilitates industry and institutional growth.
- g. Any other which is beneficial to both FLEXI EFFICADS PRIVATE LIMITED and M S Ramaiah College of Arts, Science & Commerce.
- h. Create models for continuous improvement of industry and institutions

C. Assignments and Expectations:

- 1. The Parties agree to develop specified individual proposals in response to the provision of expertise that will be conducted under one or more statements of work to be agreed to, that will detail the assigned work and expectations of each activity including timelines. The scope of any individual programmes of work under this MOU will be jointly planned and conducted by the officers nominated by each party with final approval of any statement of work dependent upon the availability of guaranteed financial support by the parties.
- 2. This MOU provides the parties to work together in identifying funding options on the agreed programmes outlined below.

D. Responsibilities of M S Ramaiah College of Arts, Science & Commerce

- M S Ramaiah College of Arts, Science & Commerce will extend a greater support to FLEXI EFFICADS PRIVATE LIMITED in undertaking research and consulting projects of business and social relevance.
- 2. M S Ramaiah College of Arts, Science & Commerce will extend support in providing student and faculty interns to FLEXI EFFICADS PRIVATE LIMITED to support the programs and activities of FLEXI EFFICADS PRIVATE LIMITED

For Flexi Efficads Private Limited

Page 3 of 5

Director

For Flexi Efficads Private Limited

For FLEXI EFFICADS PRIVATE LIMITED

Plot No. 283/6, Bommasandra-Jigani Link Road, Jigani Industrial Area, Bangalore 560105

Designation: Director

H. Term

This MOU will come into force on and signing by both M S Ramaiah College of Arts, Science & Commerce and Bigleap Consultants Private Limited. This MOU will remain in effect for a period of three years and may be renewed subject to mutual approval by the parties. The MOU may be cancelled at any time by either party giving sixty days' written notice. The provisions of this MOU will, however, remain in force beyond the date of such termination, to the extent necessary to permit an orderly winding up of activities and settlement of accounts between the Parties.

Authorised Signatories:

For and on behalf of	For and on behalf of				
Ramaiah College of Arts,	FLEXI EFFICADS PRIVATE				
Science & Commerce PRINCIPAL	LIMITED	~			
By:	By: Managing Director				
Name: Valsals 4	Name: GANESH KUMAR				
Date:	Date:				
Seal Seal	Seal Seal Seal				
1. Witness sign Andarmi	2. Witness Sign				
Name: Shnilarmi	Name:				





INDIA NON JUDICIAL

Government of Karnataka

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description NOLOGIES

Consideration Price (Rs.)

First Party HOLOGIES

Second Party LOGIES

Stamp Duty Amount(Rs.)

Stamp Duty Paid By

IN-KA26129721473821U

22-Dec-2022 12:32 PM

NONACC (FI)/ kacrsfl08/ NAGARBHAVi5/ KA-RJ

SUBIN-KAKACRSFL0850090594251615U

HERAIZEN TECHNOLOGIES PRIVATE LIMITED

Article 12 Bond

LICENSE AGREEMENT

0

(Zero)

: HERAIZEN TECHNOLOGIES PRIVATE LIMITED

MS RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

HERAIZEN TECHNOLOGIES PRIVATE LIMITED

(One Hundred only)









M.S. Ramaiah College of Arts, Science & Commerce MSRIT Post, MSR Nagar Jangalore - 560 054

Statutory Alert:

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

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the 'Agreement') is made and executed on 31st October 2022.

BY AND BETWEEN

Heraizen Technologies Pvt Ltd, a Company registered under the Companies Act, 1956 having its registered office at Ayyappa Arcade, 4011-4012, 80 feet road, Hosakerehalli Cross, BSK 3rd Stage, Bangalore - 560085, hereafter referred to as "Service Provider" (which expression shall unless repugnant to the context include its successors, administers and permitted assigns) of the First Part

AND

MS Ramaiah College of Arts, Science & Commerce (MSRCASC) having its registered office at Bangalore, Karnataka, INDIA, hereinafter referred to as "Customer" (which expression shall unless repugnant to the subject or context mean and include its successors and permitted assigns) of the Second Part

(Both the Service Provider and the Customer shall be independently called as 'Party' and jointly as 'Parties')

PREAMBLE

- A. WHEREAS Service Provider is the owner of a cloud-based Digital Transformation System, hereinafter referred to as "DTS".
- B. WHEREAS Customer operates educational institutions
- C. WHEREAS Customer seeks to procure a license from the Service Provider for the commercial use of DTS in accordance with the terms of this Agreement and the conditions imposed herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ON THE FOLLOWING TERMS AND CONDITIONS:

C.G. Mall

Principal,
Romaiah College of Arts, Science & Commerce
MSRIT Post, MSR Nagar
Talore - 560 054

ARTICLE 1: DEFINITIONS

- "Agreement" shall mean this agreement and appendix and any amendments as may hereafter 11 be agreed upon in writing by the Parties.
- 1.2 "DTS" shall mean the cloud-based Digital Transformation System owned by Service Provider.
- "Operational Site" shall mean any Customer's business facility or location where DTS is used as 1.3 part of daily operations
- 1.4 "Initiation Date" shall mean the start date of this agreement

ARTICLE 2: RIGHT TO USAGE

- 2.1 From the Commencement Date of this Agreement and until its termination, and subject to Customer's compliance with the terms of this Agreement and payment of all fees set forth in Appendix A, Service Provider grants to Customer a non-transferable, non-exclusive, right and license to access, use for such period to use DTS within the Territory
- No implied or other license is granted other than as set forth in Article 2.1 of this Agreement. 2.2 The Customer acknowledges that Service Provider owns and has a right to any and all DTS and its Intellectual Property and that this agreement is only a right for the Customer to have access to and use DTS

ARTICLE 3: RIGHTS AND OBLIGATIONS OF THE CUSTOMER 3

- 3.1 The Customer acknowledges, agrees and confirms that Service Provider is the owner of DTS and that nothing contained in this Agreement shall be deemed to affect that ownership.
- The Customer ensures the availability of high-speed Internet (a minimum of 50Mbps), electricity 3.2 and reliable devices at its locations, and that the customer is fully responsible for such provisions at its locations for smooth functioning of the Software.
- The Customer agrees to take care of lodging of the Service Provider's personnel during their visits 3.3 to the Customer location. While the lodging expenses will be paid by the Customer, breakfast/lunch/dinner will be arranged by the Customer in College Canteen/Mess.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- The Service Provider shall maintain any subscription needed to freely operate DTS and be 4.1 responsible for the fees and expenses required for such purpose throughout the continuance of this Agreement
- The Service Provider reserves the right to inspect DTS at any time without disturbing the 4.2 functioning of the Customer
- 4.3 The Service Provider agrees that all Customer data residing within the Customer Server is always owned by the Customer. The Service Provider agrees that the data will not be shared with anyone without the written consent of the Customer.
- The Service Provider shall provide the User training as per the schedule agreed by both the Parties.
- 4.5 The Service Provider shall help the Customer with Data migration (with the help of a SPOC from each Department of the Customer's organization)
- 4.6 The Service Provider shall ensure Ongoing User support (with production monitoring on Cloud) - Monday to Saturday.

C. G. Male

M.S. Ramaiah College of Arts, Science & Commerce MSRIT Post, MSR Nagar Bangalore - 560 054

- 4.7 Long term relationship: As a long-term binding with the Service Provider, it is appreciated that the Service Provider would sign a contract for a period of 5 years, to provide the customer satisfaction. This may be renewed further after ensuring customer satisfaction of the product.
- 4.8 The Service provider must ensure that all its employees who have access to Customer data must sign a privacy and confidentiality agreement. Service Provider will protect Information provided to Service Provider by or on behalf of Customer from any use, distribution or disclosure except as permitted herein. Service Provider will use the same standard of care to protect Information as Service Provider uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

5 ARTICLE 5: TERM

5.1 This Agreement comes into force as of 31st October 2022 and shall remain in force for such period for the license granted unless terminated earlier pursuant to Article 6 below.

6 ARTICLE 6: TERMINATION

6.1 Notwithstanding anything contained in this Agreement, this Agreement may be terminated by the Party by providing a written notice of 6 months of its intention.

7 ARTICLE 7: PAYMENT

- 7.1 Payment for license fee shall be made by the Customer in INR as set out in Appendix A. Any changes to this payment schedule would need to be agreed in writing.
- 7.2 Payments shall be made either by Bank Transfer or by Cheque in favour of the Service Provider, within 7 days from the date of invoice.

8 ARTICLE 8: GENERAL PROVISIONS

- 8.1 COUNTERPARTS & LANGUAGE: This Agreement is executed in the English language in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- 8.2 DATA BACK-UP & USAGE: Customer agrees that a backup of the data feed in DTS shall be automatically created and Customer consents to grant all legal rights to the Service Provider to use data for storage, analysis, research towards improving the usage of DTS.
- 8.3 PUBLICITY: Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the aim, objective, ethical values and reputation of the respective institutions.
- 8.4 AMENDMENT: This Agreement may be amended with the prior written consent of both the parties.
- 8.5 MODE OF FUNCTIONING: For smooth and efficient functioning and implementation of the Agreement, both the parties shall meet at regular intervals on mutually agreed dates and review the progress and also take action to remove the difficulties / constraints if any in implementing the Agreement.

C.4. Mari

Principal,
M.S. Ramaiah College of Arts, Science & Commerce
MSRIT Post, MSR Nagar

Bangalore - 560 054

8.6 GOVERNING LAW & DISPUTE RESOLUTION: This Agreement shall be governed by and construed in accordance with the laws of India, excluding any conflict of law provisions. The courts of Bangalore shall have exclusive jurisdiction to settle any dispute arising out of this Agreement or in connection therewith.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written and execute this Agreement in two (2) originals

FOR Heraizen Technologies Byt Ltd (Service Provider)

(Authorized signatory)

C.G. Malt

Name: Mahell CS

Title: CEO

Date:

FOR MSRCASC Bangalore

M.S. Ramaian College of Arts, Science & Commerce

MSRIT Post, MSR Nagar (Authorized signatory) 054

Name: Val3ala . 9.
Title: Principal

APPENDIX A: COMMERCIALS & PAYMENT TERMS

₹ 325 per registered student (annually)* + GST

*Includes:

- All the product features & Customizations
- Data migration
- · On premise, face-to-face User training programs
- Ongoing user support (Monday Saturday)
- Infrastructure on Cloud
- Production monitoring with daily data backup
- Mobile apps

*Does not include:

SMS charges (at the rate of ₹ 0.20 per SMS)

Payment terms

- Year 1: Half yearly payment (in advance, at the time of contract execution)
- Year 2 onwards: Annual payment (in advance), with 10% increase every year

Implementation plan

- Contract execution: 31st October 2022
- Data migration: 2nd November 2022 16th November 2022 (Dependency: All data required for data migration should be provided by the Customer between 2nd & 11th November)
- Onboarding & User training: Week of 21st November 2022

C.G. March

Principal,
M.S. Ramaiah College of Arts, Science & Commerce
MSRIT Post, MSR Nagar
Bangalore - 560 054

APPENDIX B: Software features

Saftware modules

Academics

- Timetable
 - Automatic generation of timetable
- Attendance
- Calendar of events
- Lesson plan
 - Automatic generation of lesson plan
- · Internal assessment
- Assignment
- Examination
 - o Eligibility
 - Seating arrangement
 - Invigilator allocation
 - o Results & analysis
- Project
- Committees, Events, Meetings & Activity clubs
- Feedback
- · Counselling / Mentoring
- Placement
- Student information system
- Faculty information system
- · My profile

Administration

- Pre-admission & Admission
- Fee collection & tracking
 - Payment gateway integration
- · Financial management
 - o Revenue
 - o Payroll
 - o Tally integration
- · HR management system

- o Testimonials' repository
- Faculty appraisal management system
- Leave management system
- o Biometric integration
- Grievance management system
- Hostel management system
- Canteen management system
- Alumni portal
- Open Notice Board College & Department level
- Digital library management system

Accreditation

- NBA
- NAAC

Learning management system

- MCQ tests & evaluation
- Question bank
- · Hosting of online courses

Platform specific features

- · Hosted on private cloud
- · Very high levels of security
- Mobile smart apps with automatic notifications
- SMS, Email integrations
- Data analytics
- Separate logins for all roles
- Drill down dashboards
- Customization based on specific needs of the college

C.4. Meht

Principal,
M.S. Ramaiah College of Arts, Science & Commerce
MSRIT Post, MSR Nagar
Pangalore - 560 054

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 11-May-2023 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560 100, India (hereinafter "Infosys") and M.S Ramalah College of Arts, Science and Commerce (including its subsidiaries and Affiliates) organized and existing under the laws of the state of Karnataka and having its primary place of business at MSRIT Post, MSR Nagar, Bengaluru-560054 (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

Recitals

WHEREAS the Partner is a M.S Ramaiah College of Arts, Science and Commerce was established in 1994 under the flagship of Gokula Education Foundation. Our Institution is a unique learning platform offering multidisciplinary programmes that play a pioneering role in providing academic excellence. The Institution is reaccredited with an 'A'grade by NAAC. The college has been ranked 55th in the college category under National Institute of Ranking Framework (NIRF). Our Institution has a good academic records with maximum University ranks. (hereinafter referred to as "Services"); and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third

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from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. Partner may disclose Infosys' Confidential and Proprietary Information if Partner is required to do so under applicable law, rule or order or communicated in response to a valis order by a court of required by any governmental body or regulatory / legal authority, provided that, Partner, where reasonably practicable and to the extent legally permissible, provides Infosys with prior written notice of the required disclosure so that Infosys may seek a protective order or other appropriate remedy, and provided further that Partner discloses no more Confidential and Proprietary Information than is reasonably necessary in order to respond to the required disclosure. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

3. DATA PRIVACY

- 3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of services contemplated herein; shall adhere to the stipulations agreed under Schedule C.
- 3.2 With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys:(a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.
- 3.3 Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

"Free Software Foundation" means an entity defined at https://www.fsf.org/about/.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

infosys Springboard MOU Template Ver2.4 - 20221125

"Open Source Software" means any software that is licensed under any license listed or described at http://www.opensource.org/docs/definition.php or any license currently listed at http://www.opensource.org/licenses , Free Code as defined by the Free Software Foundation.

- 4.1 Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or knowhow to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.
- 4.2 Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be aftered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.
- 4.3 Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party unless otherwise agreed in this MOU. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.
- 4.4 All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.
- 4.5 If Partner chooses to make the Partner Content available only to its authorized users, Partner grants Infosys a non-exclusive, worldwide, royalty free license during the term of the MOU to host and display the Partner Content to authorized users of Partner through Infosys Springboard. In the event Partner chooses to make the Partner Content available at all the users of Infosys Springboard, Partner grants Infosys a non-exclusive, worldwide, royalty free, sub-license, perpetual license to host, copy, store, transmit or publicly display the Partner Content.
- 4.6 Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.

4.7 Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against: (i) any third party claim arising from the PARTNER's Content; (ii) breach of any warranties including implied warranties contained in this MOU by Partner; (iii) breach of confidentiality, data privacy and/or security obligations under this MOU, by Partner.

Infosys agrees to indemnify, defend, and hold harmless Partner, its Affiliates, directors, officers, employees, representatives, and agent for any losses, damages or expenses incurred by Partner (including reasonable attorney fees) against any third-party claims (i) arising from the Infosys breach of intellectual property rights; and (ii) breach of confidentiality, under this MOU. If any infringement claim is made or the same appears as a just claim concerning Infosys' Content, Infosys shall modify Infosys' Content so that is no longer infringing; or replace it with a non-infringing Infosys' Content.

THE INDEMNIFICATIONS STATED HEREIN ARE WITHOUT PREJUDICE TO THE INDEMNIFICATIONS THAT PARTNER HAS PROVIDED ELSEWHERE IN THIS MOU.

- 4.8 Partner agrees not to do, and not to allow or authorize any of its instructors or third party to do, any of the following:
 - Use Infosys Springboard in any manner that could interfere with, disrupt, negatively
 affect or inhibit other users from fully enjoying the services provided by Infosys
 Springboard, or that could damage, disable, overburden or impair the functioning of the
 Infosys Springboard;
 - b. Harvest or collect information about other users, including their email addresses or any other personal details, without their consent;
 - Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Infosys Springboard or to extract data from Infosys Springboard;
 - d. Reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard (except as otherwise expressly permitted by law);
 - e. Use or attempt to use any account for which the Party does not have authorization;
 - f. Impersonate or post on behalf of any person or entity or otherwise misrepresent the Party's affiliation with a person or entity;
 - g. Attempt to circumvent any content filtering techniques Infosys employs, or attempt to access any service or area of Infosys Springboard not authorized to access by the Partner;
 - h. Engage in any harassing, intimidating, predatory or stalking conduct;
 - Develop any third-party applications that interact with Infosys Springboard without our prior written consent;
 - J. Use Infosys Springboard for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms; and

k. Upload any Content which is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force

5. TERM

This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5 (Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

Upon completion, termination or expiration of this MOU, Partner will, in addition to any other obligations of Partner on completion, termination or expiration:

- Cease all performance of the completed or terminated Services and furnish and return to Infosys all access of Infosys Springboard;
- (ii) Return to Infosys all copies of any Confidential or Proprietary Information of Infosys related to the completed or terminated Services and cease all use of these materials; Partner shall also certify to Infosys that it has complied with such obligations.

6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

- in the execution of this MOU, Partner shall comply with all applicable laws, regulations and ordinances;
- (ii) Partner shall not subcontract any part of the Services without prior written approval of Infosys.
- (iii) that the Partner Content will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the Services of Infosys or allow unauthorized access into Infosys systems or hardware.

Infosys represents and warrants that:

- (i) the Services will be performed consistent with generally accepted industry standards in a professional and workmanlike manner:
- (ii) in the execution of this MOU, Infosys shall comply with all applicable laws, regulations, and ordinances, related to Prevention of Corruption Act, 1988; UK Bribery Act, 2010 and US Foreign Corrupt Practices Act, 1977.

Except as otherwise expressly set forth in this MOU, neither Party makes any warranties, guarantees or representations of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

8. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information) and 9(g) (Non-Hire), and use/ breach of any intellectual property rights; for claims arising from any willful misconduct, fraud, misrepresentation, and or violation by Partner of any laws, rules, ordinances, or regulations; and any other liability which cannot be excluded under law, Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

9. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To Partner:

Attention: Dr. Vatsala G

Title: Principal

Address: MSRIT Post, MSR Nagar, Bengaluru-560054, Karnataka, India

To Infosys:

Infosys Limited

Attention: Mr. Thirumala Arohi

Senior Vice President and Head, Education Training and Assessment

Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India

With a copy to:

Attention:

Department: Legal Department

Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India

Phone: +91 80 28520261

Either Party may change such address by notice to the other Party.

10. GENERAL PROVISIONS

Infosys Springboard MOU Tempile Ver2.4 20221126

- a. Independent Contractors. It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
- b. Force Majeure: Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence including but not limited to natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, communication line failures not the fault of the affected Party (hereafter referred to as a "Force Majeure Event"). A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event.
- c. Compliance with Laws: Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- d. Assignment: Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such content not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.
- e. Dispute Resolution and Arbitration: In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this Agreement. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets
- f. Governing Law: This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.
- g. Non-Hire: Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.

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

For Infosys Limited

For Partner

Date : 30.05.202?

Date : 11-May-2023

Place : Bangalore

Place : Bengaluru

Infosys Scoresboard Mr.D. Templani Wei 2.4 20221 25

Name : Mr. Thirumala Arohi

Title : Senior Vice President and Head

Education Training and Assessment

Name: Dr. Vatsala G

Title: Principal

Signature (with seal)

Senior Vice President Head-Education, Training & Assessment INFOSYS LIMITED

44, Electronics City, Hosur Road BANGALORE - 560 100 INDIA

Signature (with seal)

Principal,

M.S. Ramaiah College of Arts, Science & Commerc MSRIT Post, MSR Nagar

Bangalore - 560 054

SCHEDULE A

Infosys Springboard Scope and Details of the Services

Infosys has launched Springboard Initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Master-classes, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of February 2022, nearly 17.5 lakhs learners and 1000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

Infosys Springboard MOU Template Ver2.4 - 20221125

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.

SCHEDULE B

Faculty Enablement Program

Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

- Motivating to learn: To be successful in driving this transformation, we had to ensure all barriers
 to learning are removed. This would ensure learners are able to access resources anytime,
 anywhere, and on any device thereby taking complete control of how they want to manage
 their learning journey.
- Leveraging the Teacher-Student relationship: For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
- Just-in-time Learning: Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
- Learning experience: Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
- Ready for the future while delivering excellence today: The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact:

- The faculty development program will consist of series of sessions on the following aspects
 - "Facilitate to Engage "course towards effective teaching techniques.
 - o Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

SCHEDULE C

PRIVACY & DATA PROTECTION AGREEMENT On the Processing of Personal Information/Data by Contract ("Data Processing Agreement"/ "DPA")

By and Between

Infosys Limited (and their subsidiaries, parent, and affiliates) with its registered office at

(Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore -560100, Karnataka, India) (hereinafter "Infosys")

Anc

[M.S Ramalah College of Arts, Science and Commerce] (and their subsidiaries, parent, and affiliates)

with its registered office at [MSRIT Post, MSR Nagar, Bengaluru-560054, Karnataka, India] (hereinafter "Partner").

1. Definitions:

- i. 'Personal Data/information' (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. 'Applicable Privacy Laws' refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client customers and any other third-party vendors.
- iii. 'Data Controller' or 'Controller' means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. 'Data Subject' means any individual whose Personal Information is collected, used and/or processed under this DPA(Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. 'Technical and Organizational Security Measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

- vi. 'Personal Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. 'Processing' or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

2. Processing of Personal Data

- i. The parties agree that in connection with the main service agreement (hereinafter "Agreement"), Partner and Infosys shall each act as a independent data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this Agreement, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data; and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PII outside India or to any third party for the purpose of the Services contemplated under this MOU

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.

For Infosys Limited

Date : 30.05.2023

Place : Bangalore

Name : Mr. Thirumala Arohi

Title : Senior Vice President and Head

Education Training and Assessment

For Partner

Date : 11-May-2023

Place : Bengaluru

Name: Dr. Vatsala G

Title : Principal

Signature (with seal)

Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED

44, Electronics City, Hosur Road BANGALORE - 560 100 INDIA Signature (with seal)

Principal,

M.S. Ramaiah College of Arts, Science & Commen MSRIT Post, MSR Nagar

Bangalore - 560 054

SCHEDULE D

Logos.

Infosys | Springboard



Memorandum of Understanding (MoU)

This Memorandum of Understanding entered into on 15th April 2023, at Bangalore between: **M.S Ramaiah College of Arts, Science & Commerce (RCASC)** (hereinafter referred to as "**RCASC**" MSR Nagar, MSRIT Post, Bangalore, Karnataka 560 054 which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in business whether under the same name or any other style or name and whether incorporated or unincorporated),

&

Royal Tech Head Academy having its registered office at #51, Shree Shiva Rathna Nilaya, 4th Main Gopi School Road, Meenakshinagar, Kamakshipalaya Basaveshwarnagar, Bengaluru, Karnataka 560079 (hereinafter referred to as "RTA" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in business whether under the same name or any other style or name and whether incorporated or unincorporated)

RCASC and RTA are hereinafter collectively referred to as "Parties" and individually a "Party" (which expression unless repugnant to the context shall mean and include their successors, and permitted assigns as the case may be).

WHEREAS,

- RCASCand RTA have agreed to explore and build relationships in the areas of Software Training.
- RTA is engaged in providing high-end training in latest technologies to IT Professionals in India since 2022.

Now this Memorandum of Understanding witnesses that:

1.0 Objectives

The objective of entering into this Agreement by the Parties are:

- 1.1 To provide the students of **RCASC** the quality training programs in the modules that are useful for them to enhance their skill levels and improve their employability.
- 1.2 To train and guide the students of **RCASC** in getting industry certifications that would enable them to improve of placement quotient and higher package.

1.3 To establish a closer co-operation and relationship between RCASC and RTA. To provide RCASC students the training on latest requirements of industry to develop their knowledge and skills and bridge the gap between industry and academia.

2.0 Course Offered to M. Com& MBA 1st & 3rd Semester –

In the spirit of the above objectives the RTA has agreed to provide the training to the students of RCASCM. Com& MBA 1st & 3rd Semester on the following courses and as per the duration and price as mentioned.

SI.	Program	Course &	No. of	Price (per student)	Amount
No.		Class	Students	including GST @ 18%	
1.	SAP – FICO	MBA – 3 rd Semester	60	2,000	1,20,000
2.	Basic Excel & Advanced Excel	MBA – 1 st Semester	60	1,500	90,000
	Total		120		2,10,000
	Two Lakh Ten Tho	usand Rupees	Only		
3.	Basic Excel & Advanced Excel	M.Com – 1 st Semester	20	1500	30,000
4.	Authorized Tally using Prime Software	M.Com – 3 rd Semester	29	2000	58,000
	Total	2.181 mms - 4685	49	out of the second	88,000
	Eighty-Eight Thousand Rupees Only				

The above course shall be conducted to the students of M.Com& MBA (all specializations) Department of RCASCon regular basis for 30hrs. The course will be conducted inside the Lab with 30 computers and all the 30 computers will be installed with Tally Prime Educational Software.

RTA will appoint Tally Teaching faculty & depute to the college to conduct the classes in RCASCLab provided by the college.

3.0 Mode of Payment

50% of course fees including GST @ 18% will be released after completion of 15 hrs. of Session

&

Remaining 50% full payment will be made after the completion of total 30 hrs. classes as per syllabus shared.

Responsibilities of the Parties

4.0 Responsibilities of RCASC

- 4.1 RCASCshall provide entire infrastructure facilities including Lab, Internet Connection, Projector which are necessary for practical training of SAP, Tally Prime & Excel Software.
- **4.2 RCASC**shall monitor the progress and quality of the courses through regular feedback forms and persons appointed by it for the purpose.
- 4.3 Arrangement for the release of payments from the management as per the mode of payment.

5.0 Responsibilities of RTA

- 5.1 **RTA** Institution shall appoint qualified and experienced persons as faculty members to deliver the course to the complete satisfaction of students.
- 5.2 RTA provides these classes exclusively for the students of RCASCand shall not include any outsiders in the classes without the written permission of the Principal of RCASC
- 5.3 The expenses in connection with regular lectures, practical sessions, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by **RTA**.
- 5.4 The RTA Institution shall inspect the venue of programs periodically in respect of the infrastructure facilities including qualified staff for teaching and training so as to confirm to the standards of RCASC.
- 5.5 **RTA** will maintain quality and time in delivering the training and will provide qualified, experienced and excellent trainers and the quality of the program will not be diluted.
- 5.6 After the Successful Course Completion, RTA will give assistance for providing Placement Support.

6.0 Joint Responsibilities

6.1 RCASC will collect feedbacks in the duration of the course.



Dissatisfactory performance will have to be addressed by RTA by another substitution within a week.

- 6.2 Any expansion or modification relating to the Certification programs shall be decided jointly by the RCASCand RTA Institutions.
- 6.3 The syllabus for the courses offered shall be discussed and finalized jointly by the RCASCand RTA Institutions and released before the commencement of the course.

7.0 Miscellaneous

- 7.1 The collaboration comes into effect from the academic year 2023-24 onwards.
- 7.2 All payments to RTA by the RCASCInstitution under this MOU, shall be made to

In Favor of Royal Tech Head Academy

Account Number – 50200066639600 RTGS / NEFT IFSC – HDFC0000361

- 7.3 This MOU shall be valid for a period of Six months from this date and can be renewed for a further period of One year on mutual consent.
- 7.4 The rights and obligations undertaken by the Parties in this MOU shall not be transferred, assigned, delegated, etc. in any manner to any third party, unless a written consent of the same is obtained by the concerned party from the other Parties to this MOU.
- 7.5 If from the side of either parties, any of the clauses in the MOU is not fulfilled, the other party can take suitable measures with the mutual discussion between the parties.
- 7.6 If any issue arises that is not mentioned here, it can be resolved by discussion between The Principal of RCASC and The Director of RTA
- 7.7 Any legal implications will be confined to Bangalore Jurisdiction only.
- 7.8 In witness whereof the parties have signed this Memorandum of Understanding on this 22d day of 1 month of year Two Thousand Twenty-Three, hereinabove written.

For.

Ramaiah College of Arts, Science & Commerce Bangalore





INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

IN-KA51420700518709V

Certificate Issued Date

27-Apr-2023 10:46 AM

Account Reference

NONACC (FI)/ kacrsfi08/ BASAVESHWARANAGAR/ KA-RJ

Unique Doc. Reference

SUBIN-KAKACRSFL0885050692323431V

Purchased by

SAFEPRO AI VIDEO RESEARCH LABS PVT LTD

Description of Document

Article 12 Bond

Description

TECHREADY INCAMPUS AI LAB MOU

Consideration Price (Rs.)

(Zero)

First Party

SAFEPRO AI VIDEO RESEARCH LABS PVT LTD

Second Party

M S RAMAIAH COLLEGE OF ARTS SCIENCE AND COMMERCE

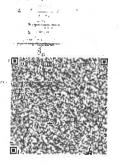
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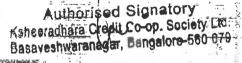
Stamp Duty Paid By

1.000

Stamp Duty Amount(Rs.)

(One Thousand only)





Please write or type below this line

Techready InCampus AI Lab MoU Agreement

This Techready InCampus AI Lab MoU Agreement is made and executed on this 27th day of April, 2023 at Bangalore ("Effective Date"),

BY AND BETWEEN:

Safepro AI Video Research Labs Pvt Ltd | Techready a company established as per the laws of India with its principal place of business at Regd Off: Soudhamini,

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CHIEF REST COLUMN

in the currentiate, or this Stamp certificate incularize verified at 'www.shcilestamp.com' of using e-Stamp Mobile Applied App

7 Fire days or checking the legitimacy is on the users of the certificate.
5 In case of any discrepancy please inform the Competent Authority.

III main, Gruhalakshmi layout II stage, Kamalanagar, Bengaluru 560079, represented by its Director, Mr. K R Sujay Rao (hereinafter called "**Techready**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns) of the **One Part**;

AND

M S Ramaiah College of Arts, Science and Commerce(MSRCASC) a unit of Gokula Education Foundation(Engineering and General Sciences) a registered Trust, a company/firm/proprietorship concern established as per the laws of India with its principal place of business at MSR Nagar, MSRIT Post. Bengaluru-54, represented by its Principal, Dr. Vatsala G (hereinafter called the "MSRCASC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the Other Part.

Techready and the Owner shall hereinafter be together referred to as "Parties" and individually as "Party" as the context may require.

WHEREAS:

- A. MSRCASC is the absolute owner of and operates an educational institution in the name of "MSRCAC" situated at MSR Nagar, MSRIT Post, Bangalore.
- B. Techready is a skill development services entity of Safepro AI Video Research Labs Pvt Ltd., specialising in AI skill development programs for graduates ("Programs"). Techready is desirous of setting up AI Skills & Internship Development Centers in association with leading educational institutions in Bangalore, for the purpose of conducting its Programs.
- C. Techready agrees to use the above said skill centre exclusively to train the students of MSRCASC in the area of AI skill and also provide the internship to students of MSRCASC
- D. In this regard, Techready has approached the MSRCASC for use of a designated AI Lab space attached to the educational institution operated by the MSRCASC and the Owner has agreed to grant the space to Techready

to use the space morefully described in **Schedule A** attached hereto (hereinafter referred to as "**Premises**"); and

E. The Parties are now entering into this Agreement to record the terms and conditions as per which MSRCASC grants to Techready Space to use the Premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Space

1.1 MSRCASC hereby grants to Techready permission to use the Schedule A Premises for conducting its Programs ("Purpose").

2. FIT OUT PERIOD

2.1 Upon entering into this Agreement, Techready is permitted to carry out fit out and interior works in the Premises including but not limited to installing a Display, desktop computers, GPU Systems, networking components, furniture, writing boards, Face recognition access control, CCTVs and internet connection, and such other infrastructure and furniture as per annexure Schedule B, as may be necessary, at its own cost at the Premises, and commence the Programs from the Effective Date mutually agreed upon by both parties. ("Fit Out Period")

3. PURPOSE

3.1 Techready shall use the Premises only for the Purpose. Any use of the Premises for any purpose other than the Purpose shall be considered unauthorised use.

4. TERM

4.1 The term of license granted herein shall be effective for a period of 60 months commencing from the Effective Date Mutually agreed upon by both the parties in writing which will be Schedule C part of this agreement. ("Term")

5. LOCK – IN PERIOD

- 5.1 The Owner agrees and acknowledges that Techready is incurring heavy capital expenditure in purchasing and installing furniture, fittings and equipment in the Premises.
- 5.2 The initial period of 36 months of the Term shall be a period of lock-in ("Lock-in Period") and the Owner shall not have the right to terminate and/or cancel this Agreement during such period for any reason whatsoever. However the MSRCASC reserves the right to terminate the agreement by giving 90 days notice in case if there are violation of any term and purpose of this agreement

6. CONDITIONS OF USE OF PREMISES

6.1 Techready hereby agrees and undertakes:

- a) To make use of the Premises without in any way disturbing or interfering with the activities and business of Owner in any manner;
- b) To use the Premises in a lawful manner only for the Purpose and in no event to make any immoral or illegal use of the same.
- (c) Not to bring in any hazardous and inflammable items or things into the Premises.
- d) To not allow or permit outsiders or third parties, other than bonafide MS Ramaiah students who have enrolled with Techready and other persons employed with Techready, to use the Premises in any manner;
- e) To not carry out any alterations, additions or improvements of a permanent nature in or to the Premises without the previous written consent of Owner; and
- f) On the expiry or termination of this Agreement, to remove all its furniture, fittings, equipment, movables, articles, papers, belongings and things lying in Premises within twelve weeks from the termination or expiration of the Agreement.
- g) The terms and condition for training the students of MSRCASC in the area of AI is as per the mutually agreed terms between the parties from time to time.

7. OBLIGATIONS OF MSRCASC

7.1 Owner hereby agrees and undertakes:

- a) To ensure that there is no disturbance or hindrance to the Programs or students/ personnel of Techready during the subsistence of this Agreement.
- b) To provide uninterrupted electricity supply to the Premises without any additional cost.
- c) Not to use the Premises during the subsistence of this Agreement for its purposes.
- d) To permit, co-operate with Techready in removing all its furniture, fittings, equipment, movables, articles, papers, belongings and things lying in Premises upon the termination or expiration of the Agreement.

8. Training Charges/Fees of Techready

- 8.1 Techready fee/charges for this Program will be:
 - Rs. 5000/- plus GST for training each student if the student enrolment is 300 students and below for each semester.
 - ii Rs. 4000/- plus GST for training each student if the student enrolment is 500 students and above for each semester.
- 8.2 The Training charges/fees will be paid by the MSRCASC on behalf of the students to Techready bank account before commencement of training sessions.
- 8.3 The training charges/fees will be paid in full before commencement of the training program to the student enrolled into the Program.
- 8.4 The training charges/fees paid by the student is non-refundable once the training programs have started.
- 8.5 Any further revisions in the training charges/fee in the future will be on mutually agreed prices in writing.

9. REPRESENTATIONS AND WARRANTIES OF OWNER

9.1 The Owner hereby declares that it is the absolute owner of the Premises and its possession, rights title and ownership in respect of the Premises

are clear and free from all kinds of claims, right, encumbrances of any nature whatsoever.

- 9.2 The Owner is free to deal with the Premises in such manner as it may in its own discretion deem fit and proper including enter into this Agreement with Techready as herein contemplated without the consent and/or confirmation from anyone else.
- 9.3 The Owner declares that it has paid all rates, taxes, cesses, duties, assessments and other outgoing payable, in respect of the Premises, to all Government or other Authorities, till the Effective Date, and shall continue to pay the same during the Term of this Agreement.

10. TERMINATION

- 10.1 The Parties acknowledge and confirm that the initial period of 36 months shall be the Lock-in Period and further that during the Lock-in Period, the Owner shall not be entitled to terminate this Agreement.
- 10.2 After completion of the Lock-in period, the Owner and Techready mutually shall be entitled to terminate the Agreement with a 90 days notice period.
 - (a) on account of Force Majeure in accordance with Clause 11.1 below.
- 10.3 Upon termination, the Parties agree that the Owner shall not be entitled to claim any kind of maintenance, costs of wear and tear or any other costs or expenses of any nature from Techready.

11. FORCE MAJEURE

11.1 If the performance by either Party hereto, of any of its obligations hereunder is prevented, restricted or interfered with by reason of flood, earthquake, war; any law, or regulation of any government; or any act of god beyond the reasonable control of such Party (each such occurrence being hereinafter referred to as a "Force Majeure"), then such Party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such Party shall give prompt notice within a period of seven days from the date of Force Majeure occurrence

and providing a description to the other Party of such Force Majeure in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. The Parties specifically agree that strikes and other labour issues shall not be construed to be force majeure events.

12. GOVERNING LAW

12.1 This Agreement shall be governed by the laws of India and the Parties shall irrevocably submit to the exclusive jurisdiction of courts at Bangalore.

13. DISPUTE RESOLUTION

13.1 Should any dispute arise between the Parties hereto at any time during the currency of this Agreement or thereafter, the same shall be referred to arbitration to be conducted by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in English at Bangalore in accordance with the Arbitration and Conciliation Act, 1996.

14. MISCELLANEOUS

14.1 Waiver

The failure, with or without intent, of any Party hereto to insist upon the performance (in strict conformity with the literal requirements) by the other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the subsistence of this Agreement except where otherwise amended or modified by them by mutual written Agreement.

14.2 Whole Agreement

The Parties hereto confirm and acknowledge that this Agreement shall constitute the entire Agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no Agreement or understanding varying or extending the same shall be binding upon any party hereto unless arising out of the specific provisions of this Agreement.

14.3 Severability

If any provision of this Agreement is found by any court or tribunal or competent jurisdiction to be invalid or unenforceable, the invalidity of such provisions shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. The Parties shall endeavour to replace such unenforceable provision with another valid provision which as far as possible reflects the original intent of the Parties.

14.4 Indemnity

The Owner shall and hereby agrees to indemnify and hold Techready harmless from and against any and all claims, losses, demands, damages, fines, injuries, civil penalties, causes of action, damage or theft to property including property of Techready, costs and expenses, injury to persons, including but not limited to the Techready' employees or students (whether based upon tort, breach of Agreement, proprietary right infringement, failure to pay taxes or withholdings, failure to observe applicable labour laws, or otherwise), including reasonable legal fees and expenses, of whatsoever kind and nature arising out of or in any way connected with:

- (i) the performance / non-performance of the Owner's obligations under this Agreement;
- (ii) the acts or omissions of the Owner or its personnel, whether or not such acts or omissions are actual or alleged, active or passive.

Notwithstanding the generality of the foregoing, the Owner shall indemnify and keep indemnified Techready for all damages, claims, costs, losses, suits and liabilities accruing on Techready owing to the failure of the Owner to perform its obligations under this Agreement.

14.5 Modification of the Agreement

No amendment, modification or addition to this Agreement shall be effective or binding on either of the parties hereto unless set forth in mutually in writing.

14.6 Two Originals Agreement Execution

This agreement is executed in two (02) originals, each of which shall be deemed an original and together shall constitute one and the same agreement, with one original being delivered to each party hereto.

-- SIGNATURE PAGE FOLLOWS --

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day month and year first hereinabove mentioned.

For M S Ramaiah College of Arts,	For Safepro AI Video		
Science and Commerce (MSRCASC)	Research Labs Pvt. Ltd TECHREADY		
Sri B.S Ramaprasad	TESEARCH LABOR DE LA CONTROL D		
Chief Execuitve, GEF (E&GS)	Sri K R Sujay Rao		
	Manging Director		
Walls by Principal,			
Dr. Va+MS Ramaigh College of Arts Science & Command	1.1		
Prinicipal, MSRIT Post, MSR Nagar			
VITNESSES:	WITNESSES:		
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DETAILS OF PREMISES: Room No: 523 Server Room No - 532

SCHEDULE A

PROPOSED DESIGN DRAWING OF TECHREADY AI LAB AT MSRCASC CAMPUS AT ROOM NO.532 DRAWING:

Scale -NTS

Date -25-03-2023



techready

SCHEDULE B

Description of Infrastructure Investment by Techready in the Premises

☐ Al Server – GPU AI Server, 1No.		
AI Workstations – High powered GPU workstations for AI workloads.		
☐ Networking cabling and conduits.		
Networking switches & components to integrate all these devices on our unified platform.		
☐ Data centre rack, with integrated power backup		
☐ AWS cloud instance and credits.		
 Software tech stack – Python, Angular, REACT, Node, Django, Dynamo DB, Kafka, R, SQS, Android studio with ML Kit, iOS K ML. 	Git with Core	
 Computer vision stacks – Yolo, CNN, RCNN, Mediapipe, Face Pose, Open CV, Pytorch, Tensor flow, Tensor RT, Caffe, OCR. 	e Mesh, Open	
☐ Cubicles, tables, meeting room for trainers, developers and men	itors	
☐ Workstation tables for students	Jos Santaga	
☐ Highspeed Broadband internet with router	· J	
☐ Meeting/Conferencing essential equipments	4-7-4	
☐ Face recognition access control system for AI lab entry & exit	30	



MEMORANDUM OF UNDERSTANDING (MoU)

Between
TIA TECHNOLOGY (INDIA) PRIVATE LIMITED
Plot No: 45, Road No.4, 4th Phase, KIADB Industrial Area, Avverahalli, KG
Srinivasapura, Sompura Hobli, Nelamangala Taluk, Dobaspet PO, Bangalore Rural
- 562 111.

and



Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India.

MEMORANDUM OF UNDERSTANDING

- A. The Purpose of this Memorandum of Understanding (MOU) is to set out the nature of the collaboration between:
 - M S. Ramaiah College of Arts, Science & Commerce is one of the Premier Organisation in Bangalore. M S Ramaiah College of Arts, Science & Commerce having its head office at address Gate No 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru 560 054, Karnataka, India. and called as Abbreviation MSR College which Expression shall include its Representative, Successors and Assignees) on the other part.

and

TIA TECHNOLOGY (INDIA) PRIVATE LIMITED plays an active and important role in Industry -Academia interaction and helping the educational Institutions groom the students to make them employable. Has been also corresponding to HRD Ministry to improve the quality of education to meet the global standards where our students will get a level playing. The address of the company is Plot No: 45, Road No.4, 4th Phase, KIADB Industrial Area, Avverahalli, Nelamangala Taluk, Dobbaspet PO, Bangalore Rural - 562 111 and called as TIA.

M S Ramaiah College of Arts, Science & Commerce and TIA TECHNOLOGY (INDIA) PRIVATE LIMITED, hereafter jointly referred to as "the parties", have agreed to work collaboratively to develop a Centre for Excellence to bridge the gap between the Academia and the Industry. The Centre for excellence aspires to contribute to Industry and Academia through its manifold activities.

Whereas

- It is recognised that M S Ramaiah College of Arts, Science & Commerce is
 an affiliated private institution providing value based, quality education offering
 post graduate programs in Management approved by AICTE and that
 WHEREAS, TIA TECHNOLOGY (INDIA) PRIVATE LIMITED is the
 organisation representing small and medium industries in the State of Karnataka
 and is an Award winner of Dr. Sir M. Visvesvaraya State Award for Excellence.
- It is the intention of the parties of this MOU to formalise an agreement to work together to enhance their understanding and to collaborate in developing awareness among faculty and industries, collaboratively to develop and implement programmes for capacity building of industry through executive development programs and facilitate effective utilization of capabilities of both the parties.

B. The Parties hereto agree initially to collaborate in the following areas:

- a. To carry out research in various areas that impact the business and society.
- b. To collaboratively launch executive development programs for different business functions and verticals.
- c. Industry, Institution Interaction (III) for skill development of the stakeholders (Industry experts, faculty, and students) through seminars and workshops.
- d. Networking of Academia with the Business leaders and Industry members.
- e. To generate the joint IPR to foster innovation.
- f. Promoting Industry experts, faculty, and student participation in developing industrial and institutional development process which facilitates industry and institutional growth.
- g. Any other area which is beneficial to both TIA TECHNOLOGY (INDIA) PRIVATE LIMITED and M S Ramaiah College of Arts, Science & Commerce.
- h. Create models for continual improvement of industry and institutions.

C. Assignments and Expectations

- 1. The Parties agree to develop specified individual proposals in response to the provision of expertise that will be conducted under one or more statements of work to be agreed to, that will detail the assigned work and expectations of each activity including timelines. The scope of any individual programmes of work under this MOU will be jointly planned and conducted by the officers nominated by each party with final approval of any statement of work dependent upon the availability of guaranteed financial support by the parties.
- 2. This MOU provides the parties to work together in identifying funding options on the agreed programmes outlined below.

D. Responsibilities of M S Ramaiah College of Arts, Science & Commerce

- M S Ramaiah College of Arts, Science & Commerce will extend a greater support to TIA TECHNOLOGY (INDIA) PRIVATE LIMITED in undertaking research and consulting projects of business and social relevance.
- 2. M S Ramaiah College of Arts, Science & Commerce will extend support in providing student and faculty interns to TIA TECHNOLOGY (INDIA) PRIVATE LIMITED to support the programs and activities of TIA TECHNOLOGY (INDIA) PRIVATE LIMITED
- 3. M S Ramaiah College of Arts, Science & Commerce will support TIA TECHNOLOGY (INDIA) PRIVATE LIMITED with training and development programs for upskilling Industry executives with contemporary management knowledge and techniques.

E. Responsibilities of TIA TECHNOLOGY (INDIA) PRIVATE LIMITED

- 1. TIA TECHNOLOGY (INDIA) PRIVATE LIMITED shall support MS Ramaiah College of Arts, Science & Commerce in running joint certification programs for Executives at different functional levels.
- 2. TIA TECHNOLOGY (INDIA) PRIVATE LIMITED will provide MS Ramaiah College of Arts, Science & Commerce Industry, Institution interaction leading to skill development of the stakeholders both from industry and institutions through the seminars and workshops.
- 3. TIA TECHNOLOGY (INDIA) PRIVATE LIMITED will provide opportunity to faculty members based on their expertise to contribute to the various committees of their Chamber.

F. **Actions Envisaged**

MS Ramaiah College of Arts, Science & Commerce and TIA TECHNOLOGY (INDIA) PRIVATE LIMITED shall agree that the following initial actions will be initiated on execution of this MOU:

- 1. To work together to establish the Center for Excellence by this month end.
- 2. The teams to identify the dates to launch the Centre of Excellence.
- 3. Meeting to discuss about the certification courses to be offered from the Centre of Excellence.

G. **Notices**

Correspondence relating to the implementation of this MOU will be addressed to the following:

For MS Ramaiah College of Arts, Science & Commerce

Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054,

Designation: Principal

For TIA TECHNOLOGY (INDIA) PRIVATE LIMITED Plot No: 45, Road No.4, 4th Phase, KIADB Industrial Area, Avverahalli, , Nelamangala Taluk, Dobbaspet PO, Bangalore Rural - 562 111. Designation: Managing Director & CEO

H. Term

This MOU will come into force on and signing by both M S Ramaiah College of Arts, Science & Commerce and TIA TECHNOLOGY (INDIA) PRIVATE LIMITED. This MOU will remain in effect for a period of three years and may be renewed subject to mutual approval by the parties. The MOU may be cancelled at any time by either party giving sixty days' written notice. The provisions of this MOU will, however, remain in force beyond the date of such termination, to the extent necessary to permit an orderly winding up of activities and settlement of accounts between the Parties.

Authorised Signatories:

For and on behalf of Ramaiah College of Arts, Science & Commerce	For and on behalf of TIA TECHNOLOGY (INDIA) PRIVATE LIMITED	
By: PRINCIPAL	By:	CHAIRMAN & MENTOR
Name: Jakasy.	Name:	Manav Ratna Dr.(Hc) PGK Nair
Date:	_ Date:	
Seal Seal	_ Se	For TIA Technology India Pvt. Ltd.
1. Witness sign		PRAVEENA: BJ.



(MoU) (MoU)

Between

AND LASER THE LIMITED

AND LASER TECH PRIVATE LIMITED

AND LASER TABLES AND # A-5/1, I Main Road, Peenya Industrial Area, Peenya 2nd Stage, Bangalore 560058.

and



Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India.



MEMORANDUM OF UNDERSTANDING

A. The Purpose of this Memorandum of Understanding (MOU) is to set out thenature of the collaboration between:

M S. Ramaiah College of Arts, Science & Commerceis one of the Premier Organisation in Bangalore._M S Ramaiah College of Arts, Science & Commercehaving its head office at addressGate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054, Karnataka, India. and called as Abbreviation MSR College which Expression shall include its Representative, Successors and Assignees) on the other part.

and

VENKATESHWARA LASER TECH PRIVATE LIMITED plays an active and important role in promoting trade and investment in the The address of the No.301/1, 1st Stage, 2nd Phase, 10th Main, 2nd Cross, Gokul, Bangalore – 560054 and called as Abbreviation Bigleap

M S Ramaiah College of Arts, Science & Commerce&VENKATESHWARA LASER TECH PRIVATE LIMITED, hereafter jointly referred to as "the parties", have agreed to workcollaboratively to develop a Centre for Excellence tobridge the gap between the Academia and the Industry. The Centre for excellence aspires to contribute to Industry and Academia through its manifold activities.

Whereas

- It is recognised that M SRamaiah College of Arts, Science& Commerce_is
 an affiliated private institution providing value based, quality education
 offering post graduate programs in Management approved by AICTE and that
 WHEREAS, VENKATESHWARA LASER TECH PRIVATE LIMITED is
 the organisation representing large and medium industries in the State of
 Karnataka.
- It is the intention of the parties of this MOU to formalise an agreement towork together to enhance their understanding and to collaborate in developing awareness among faculty and industries, collaboratively to develop and implement programmes for capacity building of industry throughexecutive development programs and facilitate effective utilization of capabilities of both the parties.

Binidally to coll Boy The Parties hereto agree initially to collaborate in the following areas:



- a. To carry out research in various areas that impact the business and society.
- b. To collaboratively launch executive development programs for different business functions and verticals.
- c. Industry, Institution Interaction (III) for skill development of the stakeholders (Industry experts, faculty, and students) through seminars and workshops.
- d. Networking of Academia with the Business leaders and Industry members.
- e. To generate the joint IPR to foster innovation.
- f. Promoting Industry experts, faculty, and student participation in developing industrial and institutional development process which facilitates industry and institutional growth.
- g. Any other which is beneficial to both VENKATESHWARA LASER TECH PRIVATE LIMITED and M S Ramaiah College of Arts, Science & Commerce.
- h. Create models for continuous improvement of industry and institutions

C. Assignments and Expectations

Vage 3 of 6 | Work 1 non

- 1. The Parties agree to develop specified individual proposals in response to the the provision of expertise that will be conducted under one or more statements of work to be agreed to, that will detail the assigned work and expectations of each activity including timelines. The scope of any individual programmes of work under this MOU will be jointly planned and conducted by the officers nominated by each party with final approval of any statement of work dependent upon the availability of guaranteed financial support by the parties.
- 2. This MOU provides the parties towork together in identifying funding options on the agreed programmesoutlined below.

D. Responsibilities of MS Ramaiah College of Arts, Science & Commerce

- M S Ramaiah College of Arts, Science & Commercewill extend a greater support to VENKATESHWARA LASER TECH PRIVATE LIMITED in undertaking research and consulting projects of business and social relevance.
- M S Ramaiah College of Arts, Science & Commercewill extend support in providing student and faculty interns to VENKATESHWARA LASER TECH PRIVATE LIMITED to support the programs and activities of VENKATESHWARA LASER TECH PRIVATE LIMITED
- 3. M S Ramaiah College of Arts, Science & Commercewill support

 VENKATESHWARA LASER TECH PRIVATE LIMITED with training



and development programs for upskilling Industry executives with contemporary management knowledge and techniques.

E. Responsibilities of Bigleap Consultants Private Limited

- VENKATESHWARA LASER TECH PRIVATE LIMITED shall support Ramaiah College of Arts, Science & Commercein running joint certification programs for Executives at different functional levels.
- VENKATESHWARA LASER TECH PRIVATE LIMITED shall support Ramaiah College of Arts, Science & Commerce in carrying out research in various areas which would contribute to the society and business development.
- 3. VENKATESHWARA LASER TECH PRIVATE LIMITED will provide MS Ramaiah College of Arts, Science & CommerceIndustry, Institution interaction leading to skill development of the stakeholders both from industry and institutions through the seminars and workshops
- 4. VENKATESHWARA LASER TECH PRIVATE LIMITED will provide opportunity to faculty members based on their expertise to contribute to the various committees of their Chamber

F. Actions Envisaged

MSRamaiah College of Arts, Science & Commerceand VENKATESHWARA LASER TECH PRIVATE LIMITED shall agree that the following initial actions will be initiated on execution of this MOU:

- 1. To work together to establish the Center for Excellence by this month end.
- 2. The teams to identify the dates to launch the Centre of Excellence.
- 3. Meeting to discuss about the certification courses to be offered from the Centre of Excellence.

G. Notices

Correspondence relating to the implementation of this MOU will be addressed to the following:

For MSRamaiah College of Arts, Science & Commerce Gate No - 8, General Science Building, MSRIT Post, MSR Nagar, MSRIT Campus, Bengaluru - 560 054,

Designation: Principal



ForVENKATESHWARA LASER TECH PRIVATE LIMITED # A-5/1, I Main Road, Peenya Industrial Area, Peenya 2nd Stage, Bangalore - 560 058.Designation: Director

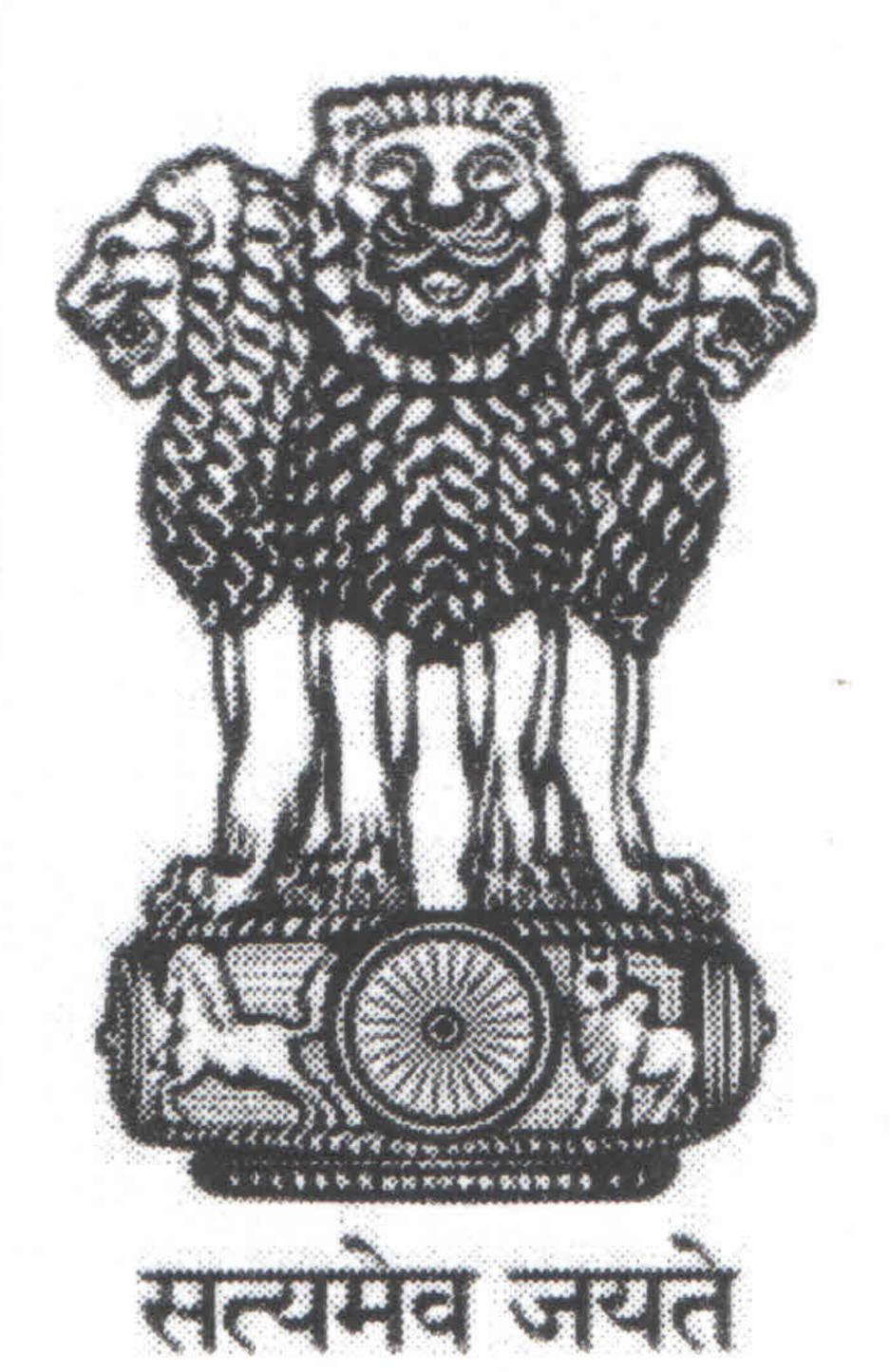
H. Term

This MOU will come into force on and signing by bothM SRamaiah College of Arts, Science & Commerceand VENKATESHWARA LASER TECH PRIVATE LIMITED. ThisMOU will remain in effect for a period from 1.5.2022 to 31.05.2023 and may be renewed subject tomutual approval by the parties. The MOU may be cancelled at any time by either partygiving sixty days' written notice. The provisions of this MOU will, however, remain inforce beyond the date of such termination, to the extent necessary to permit an orderlywinding up of activities and settlement of accounts between the Parties.

Authorised Signatories:

For and on behalf of Ramaiah College of Arts, Science & Commerce PRINCIPAL	For and on behalf of VENKATESHWARA LASER TECH PRIVATE LIMITED
By:	By: Director
Name: Intrala 4	Name:
Date:	Date:
Seal Seal Solution College of the Seal Seal Seal Seal Seal Seal Seal Sea	Seal * O
1. Witness sign	2. Witness Sign
Name:	Name:

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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH

Article 5(J) Agreement (In any other cases)

AGREENENT

(Zero)

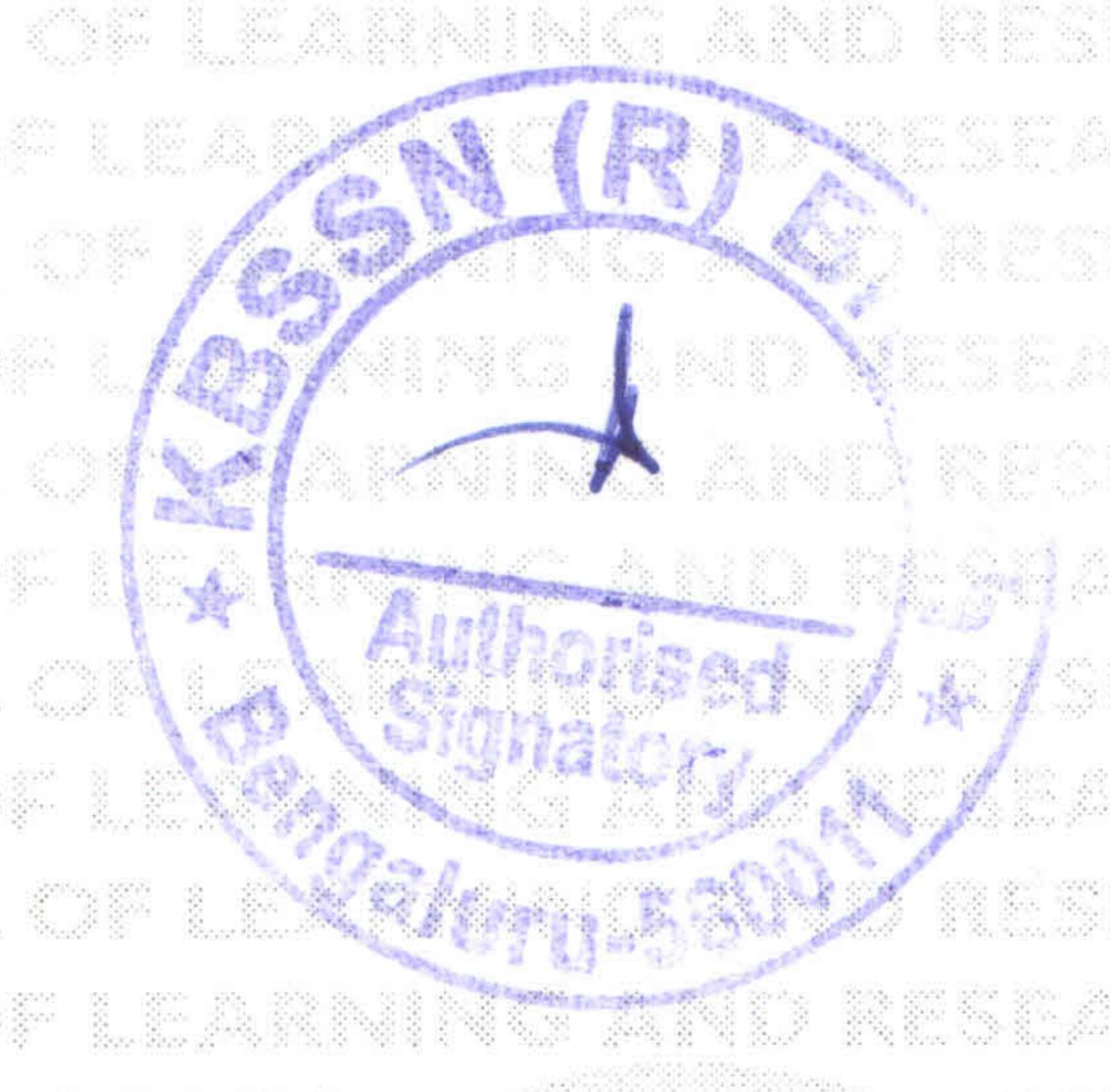
VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH

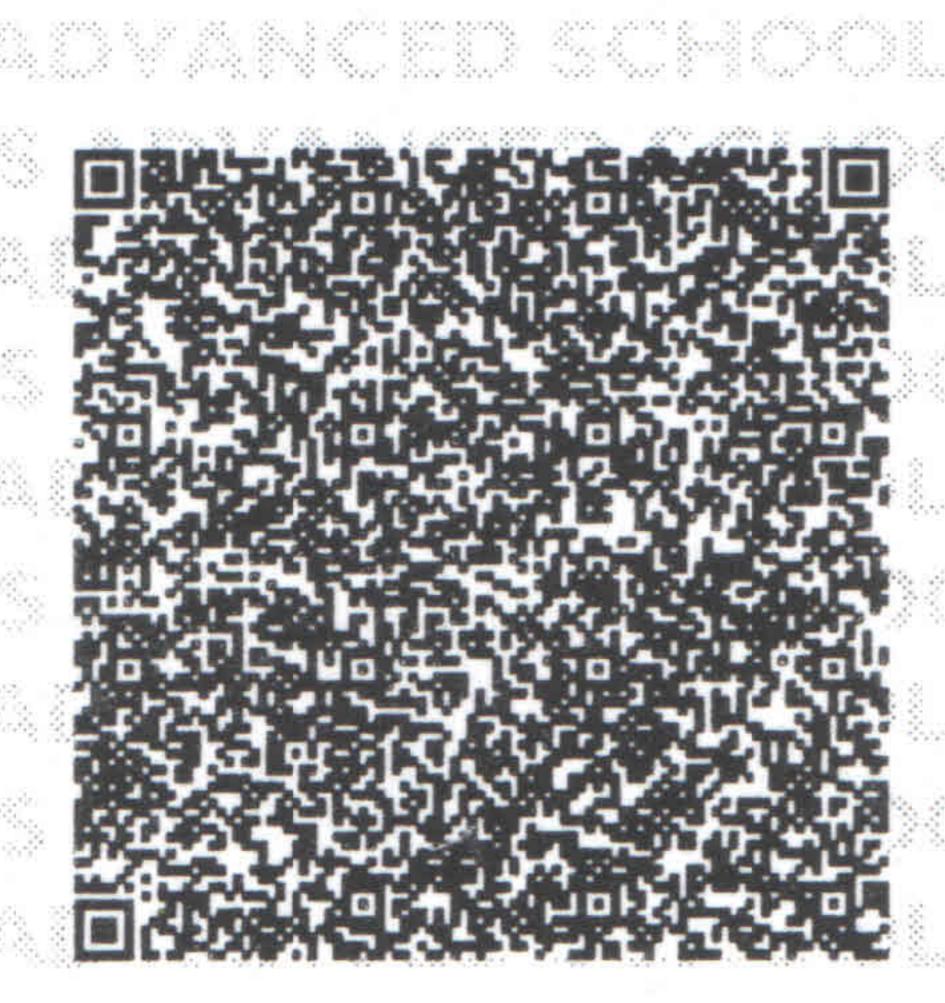
DEPT OF BIOTECH AND GENETICS MSRCASC

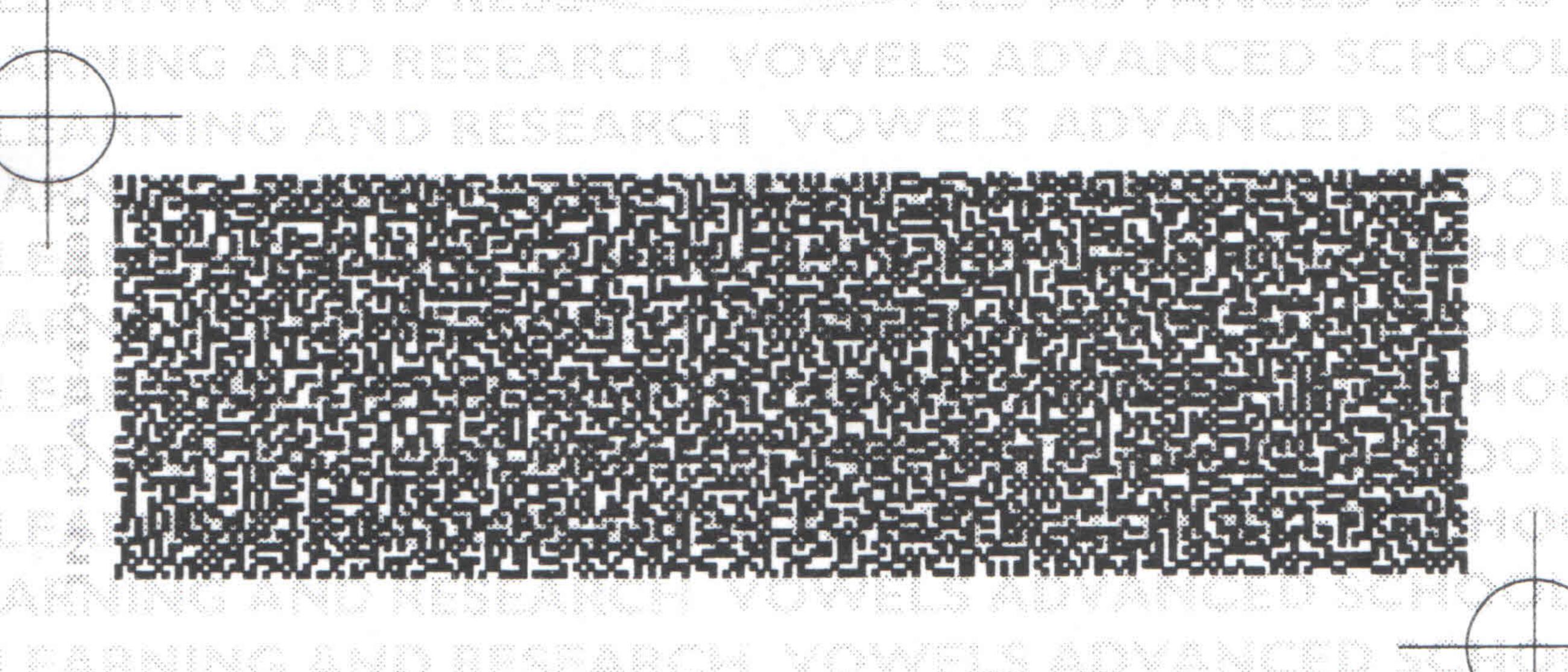
VOWELS ADVANCED SCHOOL OF LEARNING AND RESEARCH

100

(One Hundred only)









Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") was prepared and approved on twenty first February 2022 and executed on the Monday, Fourteenth day of March 2022 at Bangalore,

BY AND BETWEEN

Vowels Advanced School of Learning and Research (VASLR) Private Limited, company incorporated under the laws of India, whose registered office is at #271,

VASLR

Seal & Signature

Page 1 of 13

Dr. A. NAGMSRŒASCA

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.

Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

Science & Commerce

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.

MSRIT Post, Bangalore - 560 054

Radha Kunj, 5th Main, Jayanagar 4th Block, Bangalore – 560 011 represented by its Director, Mr. Midhun A Kunj (hereinafter referred as the "Company" which term shall, unless repugnant to the context, include its legal representatives, successors-in-interest and permitted assigns)

AND

MS Ramaiah College of Arts Science & Commerce(MSRCASC), Department of Biotechnology and genetics having its registered office at 7th Main Rd, MSRIT, M S R Nagar, Mathikere, Bengaluru, Karnataka 560054, represented by its Principal Dr. Nagarathna A(hereinafter referred as the "MSRCASC" or "Consultant" which term shall, unless repugnant to the context, include its legal representatives, successors-in-interest and permitted assigns)

(The Company and the Consultant are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

- A. The Company is engaged in combining knowledge, experience and expertise to further developments in the biotechnology and healthcare industry. (the "Company's Business");
- B. Among other activities, the Company is also engaged in research, development and education in the field of Lifesciences and Healthcare.
- C. The Consultant is engaged in imparting higher education and conducting research projects on technological and product development based on the requirements of various companies and institutions. MSRCASC also offers Incubation facility within the campus with nominal charges based on the capacity of usage of the facilities located in the campus.
- D. The parties are also desirous of engaging in mutually beneficial activities to provide learning and development opportunities, including student improvement programs, student internships, etc. through sustainable development.
- E. In consideration of the foregoing and of the mutual premises set forth herein, the Parties now wish to enter into this MOU in order to set out the terms of the Consultant's engagement with the Company.

VASLR Seal & Signature Bangalore Paris Pa

Page 2 of 13

Dr. A. NAGMSRATANCA

Professor & Brignature

M.S. Ramaiah College of Arts

Science & Commerce

MSRIT Post, Bangalore - 560 054

1. TERM

1.1 The Company has engaged the Consultant, as an independent contractor, for a period of 5 years, from 21-02-2022 (the "Effective Date") to 20-02-2027 (the "Term"), subject to termination in accordance with Clause 6 hereunder.

2. PROJECT ASSIGNMENT

- 2.1 The Company shall engage with the Consultant on individual projects under separate assignments. The Company shall issue proposals detailing the purpose/objective, terms, scope, responsibilities, utilization of resources, funding and expenditure details, completion criteria, parameters, etc. in the said confirmation letter ("Project Letter").
- The Consultant shall indicate its acceptance of the Project Letter within five (5) days from the receipt of such letter. The Consultant may also propose modifications/revisions to the Project Letter issued by the Company.
- 2.3 On the acceptance of the Project Letter, the individual assignment shall set to have been commenced between the parties. The Consultant may designate interested students, faculty members, and other technical staff who satisfy the requirements of the Company under the Project Letter for the purposes of the assignment. However, the Consultant shall remain solely responsible for the fulfilment of all its obligations under this MOU.
- 2.4 To monitor and review the collaborative program between the parties, a coordination committee shall be constituted comprising of Dr. Chanarayappa, for the Consultant and Dr. Gokul Kesavan for the Company.
- 2.5 The Consultant's principal or his nominee may also coordinate the research study in areas where they have domain expertise and which have been mutually agreed by both the parties.

3. SKILL ACQUIRING PROGRAMS

- 3.1 The Parties shall provide opportunity to each other for their students and faculty members to attend workshops, training programs and skill development training that may be conducted on the Parties' premises on a mutually agreed basis.
- Upon request and availability, either Party may deliver guest lectures for the other to impart general technical knowledge to the other party's representatives. It is

VASLR Seal & Signature Bangalore Page 3 of

Dr. A. NAGARATHINA
Professor & Signature
M.S. Ramaiah College of Arts

Science & Commerce MSRIT Post, Bangalore - 560 054 agreed between the Parties that the employees of the Company shall have access to the library of the Consultant at no additional cost.

3.3 The Company may also issue certificates to the employees/students of the Consultant and shall credit the Consultant in such certificates as a contributor to the workshops, training programs and skill development trainings.

4. NON-EXCLUSIVITY

4.1 The Company has engaged the Consultant on a non-exclusive basis and the Company agrees that the Services provided by the Consultant are non-exclusive, both the Company and the Consultant may enter into similar agreements with other third parties including companies requiring/providing similar or identical services. The Parties acknowledge and agree that the terms contained herein in this MOU and other ancillary agreements, if any, between the Parties are specific and confidential to the Parties and any disclosure of the terms, including the pricing of the Consultant to any third party without express prior written consent of the other Party shall be a material breach of the terms of this MOU, unless such disclosure is expressly required by law or by a regulator or by the parent entities of the Parties.

5. TERMINATION

5.1 Termination by either Party

(a) The Parties hereby agree that either of them may terminate the engagement contemplated under this MOU by providing the other Party with a prior written notice of Sixty (60) days.

5.2 Termination for Cause

(a) Either Party shall have the right to terminate this MOU immediately for cause in the event that the other party has breached any of the terms of this MOU.

6. COOPERATION FOLLOWING TERMINATION

6.1 The Consultant agrees that, following notice of termination of this MoU, it shall cooperate fully with the Company in all matters relating to the completion of its pending work on behalf of the Company and the orderly transition of such work to such other Consultants as the Company may designate.

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6.2 The Consultant further agrees that during and following the termination of its engagement with the Company, it shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which it has any knowledge or that may relate to it or its consultancy relation with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to it related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

7. NON-DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

- 7.1 The Consultant acknowledges that during the course of its engagement with the Company, it shall have and / or has had access to information about the Company and / or its affiliates or otherwise in its possession and that its engagement with the Company shall bring it into close contact with many confidential affairs of the Company, its affiliates, customers and users, including without limitation, information regarding the following:
- (a) customer data, customer intellectual property, any Company data, in particular, names, addresses of present or prospective customers/users;
- (b) business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements, pricing and other commercial terms, terms and conditions of contracts and transactions between the customers/users and the Company, and/ or any information directly or incidentally connected to any intellectual property;
- (c) any data, documents, plans, drawings, photographs, reports, statements correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies including papers and documents, computer floppies, compact discs or other media containing the same;
- (d) any information relating to the Company and its customers/users' (whether past, present, or future) sensitive personal information, financial data, financial results and projections, costs and prices, details of consultants, agents, vendors, customer, technologies, technical and business strategies, business and marketing plans and reports, marketing and sales techniques, contracts;

(e) any information relating to the Company and its customers' (whether past, present, or future) platforms, servers, internal controls, computer or data processing

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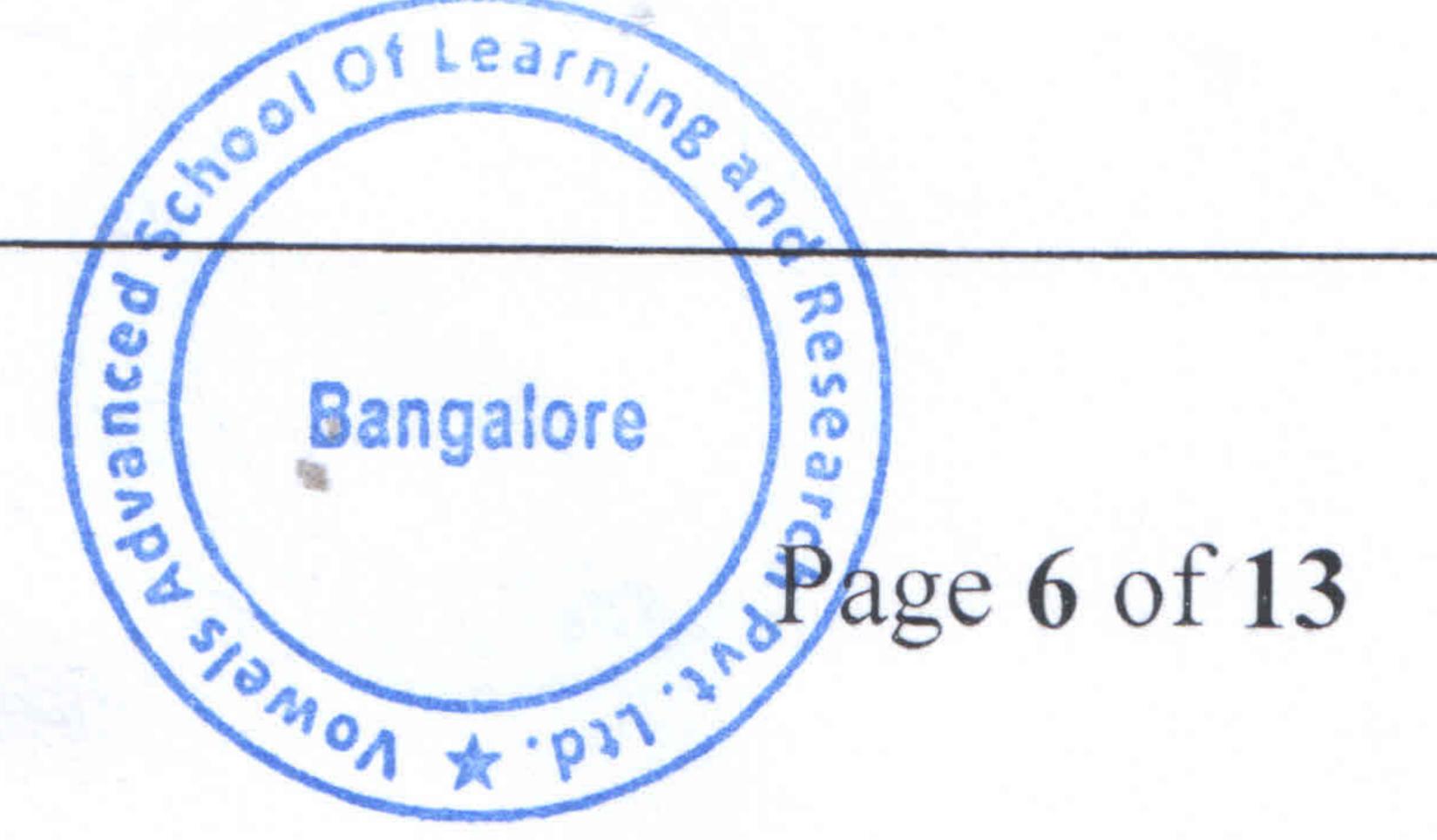
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programs, algorithms, electronic data processing applications, security procedures, hardware, designs, drawings, machines, tools, models, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, choices of product names, trade secrets or know how;

- (f) information not known to the Company's competitors nor intended by the Company for general dissemination; and
- (g) any information relating to the prior, current or contemplated products or services offered and information that the Consultant has a reasonable basis to believe that it is not in the public domain or was accepted by the Company and / or its affiliates from any third party under obligations of confidentiality (collectively, the "Confidential Information").
- 7.2 The Consultant acknowledges that such Confidential Information is not readily available to the public other than in normal course of business.
- 7.3 In recognition of the foregoing, during and after the expiry of the Term or termination of this MOU (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Consultant's unauthorized disclosure, the Consultant shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of its engagement with the Company) any Confidential Information and the Consultant shall during the continuance of its engagement with the Company, use its best efforts to prevent the unauthorized publication or misuse of any Confidential Information.
- 7.4 All documents, records, data or other material, whether or not pertaining to Confidential Information, which are furnished to the Consultant by the Company, its affiliates, customers or vendors, or are produced by the Consultant in connection with the Consultant's engagement with the Company shall remain the property of the Company.
- 7.5 Upon request by the Company at any time during the Term and upon termination of this MOU, the Consultant shall (a) promptly return to the Company, or (b) at the option of the Company, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived. In no event shall

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the Consultant store or retain any Confidential Information or copies, compilations or analysis thereof, unless authorized by the Company in writing.

- 7.6 Without limiting the rights of the Company in respect of a breach of this Clause, the Consultant shall:
- (a) promptly notify the Company of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Consultant;
- (b) promptly furnish to the Company full details in his/her possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information;
- (c) cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its Confidential Information and the proprietary rights; and
- (d) promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.
- 7.7 The Consultant hereby represents and warrants that the performance of its obligations under this MOU will not breach any agreement to maintain in confidence, proprietary information acquired by the Consultant prior to or outside the scope of its engagement with the Company. The Consultant covenants that it will not disclose to the Company or its affiliates, or use, or induce the Company or any of its affiliates to use, any proprietary information or trade secrets of any third party, including any previous entity or person that the Consultant was associated with, at any time.
- 7.8 The Consultant hereby represents that, while in the engagement of the Company, it shall make a full and true disclosure in writing to the Company of any direct or indirect interest or benefit it has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company or any transactions which are or are likely to be detrimental to the Company's interest.

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8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All contingent and future intellectual property including, but not limited to, patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created shall be jointly owned by the Consultant and Company. Any application for patents shall be filed jointly by the contributors of the Consultant and Company, unless specified otherwise in the individual Project Letters. It is clarified that the Consultant/its contributors shall have joint ownership only in those projects wherein the Consultant/its contributors are actively involved, and in all other cases/projects, the Company shall be the sole owner of all Intellectual Property.
- 8.2 The Parties agree that the publication of any technical papers shall be jointly owned by the Consultant and Company. The decision of publication will be based on mutual agreement and at no stage shall any individual party be permitted to publish the results unilaterally or use the findings in any other research projects/studies in any matter whatsoever without the prior written consent of the other party.
- 8.3 The Consultant acknowledges that ownership of, and all right, title, and interest in, all copyrights, patents, trade secrets, designs, domain names and other intellectual property rights in any product, software, methodologies, systems, processes, inventions, and works, made or conceived or first reduced to practice or created, either alone or jointly with others, during the Term of its engagement with the Company, which relate to the business of the Company, and whether or not such inventions are patentable, copyrightable or otherwise protectable, shall unconditionally and exclusively vest in the Company.
- 8.4 The Consultant hereby, without further consideration, perpetually transfers, assigns and conveys all right, title and interest in such worldwide intellectual property rights (including, but not limited to, any moral rights) that the Consultant may have or be entitled to under any law or equity whatsoever or under the Company, in relation to such rights being created or developed or acquired during the term of its engagement with the company under this MOU. To the maximum

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extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company's request, the Consultant shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or it's designates') ownership in intellectual property rights hereunder.

- 8.5 The Consultant shall, at Company's cost, from time to time, as may be reasonably requested by the Company, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all intellectual property rights in any such results and proceeds of the Consultant's services hereunder, including, without limitation, the execution of appropriate copyright and / or patent applications or assignments.
- 8.6 To the extent the Consultant has any and all intellectual property rights in the results and proceeds of the Consultant's services hereunder that cannot be assigned in the manner described above, the Consultant unconditionally and irrevocably waives the enforcement of such rights.
- 8.7 This Clause is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company having engaged the Consultant.
- 8.8 The Parties agree and acknowledge that all pre-existing intellectual property or intellectual property created independent of this MOU, owned by each Party and enhancements thereto shall remain vested in that Party with full ownership rights therein. Unless otherwise specifically agreed upon between the Parties in writing, neither Party shall get any rights in the pre-existing intellectual property of the other Party.
- 8.9 Notwithstanding anything contained in this Clause, the Consultant shall not be restricted in any manner to provide its expertise to any third party which may result in the creation and/or dissemination of similar findings/information as arrived at for the Company and the same shall not constitute a breach of intellectual property/confidential information, as long as it does not directly involve the subject matter of any Project Letter.

8.10 The Parties agree that the Consultant shall be entitled to utilize the information derived from the Services for the purposes of publishing academic

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articles, thesis, or such other non-commercial and/or academic publications with the prior written consent of the Company, and the Company shall not unreasonably withhold such consent. The Consultant shall, in all such academic works, acknowledge the rights of the Company over such information and take necessary steps to protect such information from unlawful disclosure.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONSULTANT

- 9.1 The Consultant hereby represents and warrants to the Company that the Consultant has the power to enter into and perform its obligations under this MOU, to carry out the transactions contemplated by this MOU and the execution and performance by the Consultant of this MOU does not violate any other document or agreement which is binding on the Consultant.
- 9.2 The Consultant hereby represents and warrants to the Company that all information and documents provided to the Company prior to and during the Term, is true and correct.
- 9.3 The Consultant hereby represents, warrants and covenants to the Company that it shall perform its duties under this MOU, at all times in adherence with all rules, guidelines, or regulations applicable to it.
- 9.4 The Consultant's security, health, safety, and environmental compliance programs will be followed by personnel when engaged in work activities as outlined in this MOU. Workers' injury claims shall be covered by the respective parties.

10. INDEMNIFICATION

10.1 The Consultant hereby agrees to unconditionally indemnify and further, defend and hold harmless the Company and any of its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages or expenses including court costs and reasonable attorneys fees, arising out of or in connection with a breach of its obligations under this MOU, including but not limited to a breach of its Representations and Warranties under this MOU.

11. BINDING AGREEMENT; ASSIGNMENT

11.1 This MOU shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

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11.2 The Parties acknowledge and confirm that the obligations of the Consultant hereunder are personal and shall not be assigned by it to any other person. However, the Company shall be entitled to transfer and/or assign any of its rights and obligations hereunder to any third parties without any requirement of the Consultant's consent and the Consultant hereby agrees to and accepts the same.

ENTIRE AGREEMENT

- 12.1 This MOU contains the entire understanding of the Consultant and the Company with respect to the engagement of the Consultant by the Company and supersedes any and all prior understandings, written or oral, between the Consultant and the Company.. In the event of any conflict, unless otherwise provided, the terms of this MOU shall prevail over the terms of any other engagement letter or discussion between the Company and the Consultant.
- 12.2 The Company may formulate rules and policies from time to time, in connection with any issues the Company may, in its sole discretion, deem fit, including without limitation, its business, services, Consultants, customers, privacy, or security. The Consultant shall be bound by all such applicable rules and policies, in addition to the terms of this MOU.

SEVERABILITY

If any provision of this MOU is held by a court of competent jurisdiction or arbitration panel, as applicable, to be unenforceable under applicable law, then such provision shall be excluded from this MOU and the remainder of this MOU shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event this MOU shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction, or arbitration panel, as applicable.

INDEPENDENT CONTRACTOR

The relationship between Parties shall be on principal-to-principal basis. Each Party is an independent contractor and is not a legal representative, partner or agent of the other Party. Neither Party shall have any right, power or authority, whether express or implied, to create any obligation on behalf of the other Party or bind the other Party.

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15. GOVERNING LAW, DISPUTE RESOLUTION

- 15.1 This MOU shall be governed by, and construed and enforced in accordance with, the laws of India.
- 15.2 All disputes arising in relation to or pertaining to or under this MOU or any part thereof shall be resolved by a sole arbitrator mutually agreed among the Parties, in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and amendments thereof. The seat of Arbitration shall be Bangalore and the language shall be English. The order passed by the sole arbitrator shall be final and binding on the Parties.

16. NON - DISPARAGEMENT

The Consultant shall not, directly or indirectly, make any disparaging, denigrating, derogatory or other negative, misleading or false statement, orally or in writing to any person, including, without limitation, competitors of and advisors to the Company, about the Company.

The Consultant acknowledges and agrees that any written or oral contact and/or communication with clients of or advisors to the Company or any regulatory authority on behalf of the Company, shall be made by the Consultant in good faith in accordance with the terms of this clause and in the best interest of the Company.

17. MISCELLANEOUS

- 17.1 Any notice provided for in this MOU shall be provided in writing and shall be deemed to have been duly given (i) when delivered if sent by hand delivery; or (ii) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service or (iii) upon transmission and electronic confirmation of receipt, if sent *via* facsimile or electronic mail. For the avoidance of doubt, it is clarified that all notices issued to the consultant under this Clause shall be sent to his/her address provided as on the Effective Date.
- 17.2 No delay or omission by the Company or the Consultant in exercising any right under this MOU shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Consultant on any one occasion shall be

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effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

- 17.3 This MOU may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of the Company, subject to prior approval of the Company as required.
- 17.4 The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- 17.5 The requirements and covenants of clauses hereunder which by their nature survive termination, shall survive and continue in full force and effect after the termination of this MOU and the termination of the Consultant's engagement with the Company.

IN WITNESS WHEREOF the Parties have signed this MOU on the date and year first above written.

SIGNED by and on behalf of Vowels Advanced School of Learning And Research Private Limited:

SIGNED by and on behalf of MS Ramaiah College of Art, Science and Commerce

For Vowels Advanced School of Learning and ResAbrich Pvt. Little of Learning

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1. Dr Gokul Kesavan
Program Director

Bangalore State

Dr. Chanarayappa

HOD, Dept. of Biotechnology and Genetics

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Dr. A. NAGMSRATABLA

Professor & Principal

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