

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



PYGENICARC, Bangalore - India

&



K S School of Engineering and Management

FOR

TECHNICAL TRAINING AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 09th DAY of February - Two Thousand and Twenty Four (09/02/2024), by and between

M/s. PYGENICARC, Bangalore - INDIA with registered office at #203, SB Orchids View Apartment, 3rd Main, Netaji Road, Uttarahalli, Bengaluru- 560061, Karnataka – India with TAN No: BLRP32788A as THE FIRST PARTY represented herein by its CEO/ Director - Business Development – Mr. HANUMANTHA REDDY G N [hereinafter referred as 'First Party' (PARTY 1)].

AND

K S School of Engineering and Management No.15, Mallasandra, Off. Kanakapura Road, Bengaluru- 560109, Karnataka, India AICTE Registration No : 1-5279601, as THE SECOND PARTY represented herein by its Professor and HOD, Dept of Computer Science and Engineering - Dr. K Venkata Rao (hereinafter referred to as "Second Party" (PARTY 2). The Second Party is seeking Technical training services which expression, unless excluded by or repugnant to the subject or context, shall include its successors – in-office, administrators and assigns).

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

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

1. Purpose of the AGREEMENT & MOU

This Agreement is entered between both the PARTIES in good faith, where the First Party undertakes responsibility to educate the Trainee / Student in the field of PYTHON, WEB Applications and DevOps to gain practical knowledge by utilizing the services made available only for the Offline/Online/ Blended/ Virtual learning process.

2. Scope and Terms of Interactions of the MOU

For the purpose of this Agreement - MOU, the term "the Disclosing Party" shall be the PARTY 1 that discloses confidential information to the Receiving Party and the term "the Recipient" shall be the PARTY 2 that receives Confidential Information from the Disclosing Party. The PARTY 2 will share with PARTY 1 only such information like, name, email and mobile number towards having the students get enrolled for any technical training program.

Both PARTY 1 and PARTY 2 shall encourage interactions between the Trainers from Party 1, Faculty members and Students from Party 2 through the following arrangements:

- a) Practical/ Internship training of PARTY 2 students and staff with respect to the selected courses.
- b) To conduct joint webinars/workshops at PARTY 2 premises to bring awareness of the technical Programs.
- c) To conduct FDP for the eligible staff members of PARTY 2
- d) Guiding students of PARTY 2 towards their participation in the technical Training Programs that are included in each semester / final semester as internship and other technical related activities.
- e) PARTY 1 will raise a **Quotation** with costs on case-to-case basis, which will be shared with PARTY 2. Once the Quotation is approved and signed with seal by PARTY 2, PARTY 1 will create the access to the cloud-based learning platform as per the Quotation (number of students/semester, training courses, validity of the course, number of licenses etc.)
- f) Practical/ Internship training of PARTY 2 students and staff, at PARTY 1 facility.
- g) Providing Lab environments and experience on projects at PARTY 1 facility.
- h) Auditorium / rooms sufficient for in person meetings with students / faculty shall be provided at facilities of PARTY 2 to PARTY 1 for conducting such seminar / workshops.

3. Confidentiality and IPR

“Confidential Information” shall mean all such information that comprise of “**Intellectual Proprietary Rights**” of the PARTY 1 including but not limited to terms of this Agreement, data or facts collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the PARTY 2, or declared or identified so by the disclosing party before such disclosure or during the discussions.

- a) Power Point Presentations [PPTs], hard copy materials, source codes of the projects and lab exercises, videos and technical contents of the Learning Management System , ELearning platform (<https://pygenicarc.in>) , commercial, technical and artistic information relating to PARTY1, business , operation, maintenance, marketing and promoting of its own services, experimental work , software, technology, methods, documentation, designs and materials and general trade secrets of PARTY1 are intellectual property of PARTY1, as well as any other information labeled “Confidential” by PARTY1 or accessible to or provided to the Trainee under this Agreement, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.
- b) Ownership of Confidential Information: The PARTY 1 has the Sole ownership of the Confidential Information as per the Intellectual Property Rights. The PARTY 2 and its students who have enrolled for the courses only have the right to use the confidential information for educational purposes during the course of Training Period.
- c) At all times, PARTY 2 understands and agrees that the training materials including the access to PARTY 1’s **e-learn cloud based platform** shall not be shared by its trainee / student, to any third party, whatsoever. Under any circumstances, if it comes to the knowledge of the trainee that such training materials are in possession of any third party, the trainee shall immediately promptly bring it to the notice of the PARTY 1.

Dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. **The arbitration proceedings** shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Bangalore, Karnataka - India and Language of arbitration shall be English.

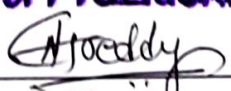
7. Miscellaneous

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both PARTY 1 and PARTY 2 shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.
- d) All obligations created by this Agreement shall survive change or termination of the PARTIES' business relationship for a period of no more than three (3) years.
- e) Audio-recording or videotaping of the ILT, VILT and Online Courses trainings is not permitted.
- f) PARTY 1 (PYGENICARC) reserves the right to substitute an instructor(s)
- g) Course prices are subject to change without notice
- h) Once you accept and have your staff enroll in the training program offered by PARTY 1, automatically the privacy policy and terms and conditions as mentioned in the website will be legally binding on the staff, students, management and faculty of PARTY 2:

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement by their duly authorized Representatives as of the date first set forth above.


Dr. K. Rama Narasimha
Principal/Director
K S School of Engineering & Management
Bengaluru - 560 109

PARTY ONE (1):
By signing this MOU, I also confirm that,
I am authorized to sign on behalf of,
PYGENICARC, Bangalore-INDIA

For PYGENICARC
Signature: 
Director

Name: **Mr. Hanumantha Reddy**

Title: CEO/ Director – Business Development

Date:

PARTY TWO (2):
By signing this MOU, I also confirm that,
I am authorized to sign on behalf of,
K. S. SCHOOL OF ENGINEERING AND
MANAGEMENT

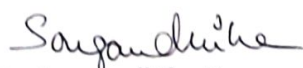
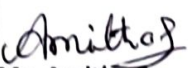
Signature: 
13/2/24

Name: **Dr. K Venkata Rao**

Title: Professor and HOD, Department of
Computer Science & Engineering.

Date:

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| Name of PARTY 1 : PYGENICARC, Bangalore-INDIA | Name of PARTY 2 : K. S. SCHOOL OF ENGINEERING AND MANAGEMENT |
| Address #203,S B Orchids View Apartment, 3 rd Main, Netaji Road, Uttarahalli, Bengaluru- 560061, Karnataka – India | Address No.15, Mallasandra, Off. Kanakapura Road, Bengaluru 560109, Karnataka, India |
| Contact Details: 9019172345 | Contact Details: 9343751362 |
| E-mail : info@pygenicarc.in | E-mail : hod.cse@kssem.edu.in |
| Web: www.pygenicarc.in | Web : www.kssem.edu.in |

| Witness | |
|--|---|
|  Ms. Sougandhika Narayan Assistant Professor |  Ms. Amitha S Associate Professor |