

MEMORANDUM OF UNDERSTANDING

BETWEEN

K S SCHOOL OF ENGINEERING AND MANAGEMENT
(Department of Electronics and Communication Engineering)

AND

DIGITAL SHARK TECHNOLOGY

This Agreement made and entered into on this 27th day of January 2020 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **DIGITAL SHARK TECHNOLOGY** (hereinafter called "DIGITAL SHARK TECHNOLOGY" which expression shall include its successors and permitted assignees) with its registered office at No. 888, SLN Complex, Nagarbhavi 2nd Stage, Outer Ring Road, Papareddypalya, Bengaluru-560072.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** in mutually beneficial areas.
- b) to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

2. PROPOSED MODES OF COLLABORATION

K S SCHOOL OF ENGINEERING AND MANAGEMENT and **DIGITAL SHARK TECHNOLOGY** propose to collaborate through

- a) Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b) Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

In their own existing facilities - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.

- a. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- b. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** will be as Communications, Signal Processing and Image Processing.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Research undertaken by the **K S SCHOOL OF ENGINEERING AND MANAGEMENT**, the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

6. CONFIDENTIALITY

- a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in writing or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing
 - is independently developed by the receiving party
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.



- (a) **Curriculum:** The College will introduce a lab-based course using TEXAS Instruments, NVIDIA, ALTAIR and RIGOL products in their undergraduate/Postgraduate engineering curriculum. The college will also explore other ways to introduce Virtual Instrumentation in their curriculum. **DIGITAL SHARK TECHNOLOGY** will help the college in framing Course outline and experiment list.

- (b) **Hands-on-Workshop:** **DIGITAL SHARK TECHNOLOGY** will organize at least one hands-on-workshop on “Embedded System Design” for students and its faculty members as agreed terms and conditions every year. The College will provide the infrastructure facility for conducting such workshop in the campus. **DIGITAL SHARK TECHNOLOGY** will provide certificates for the participants for workshops powered by TEXAS Instruments Technology.

- (c) **Internship:** **DIGITAL SHARK TECHNOLOGY** will shortlist three candidates for internships based on their performance and willingness to work on projects.

- (d) **Workshops/Events:** If the College wishes to organize a national event in the area of the MSP430/Wireless Sensor Network, Embedded Systems & IoT, AI/ML, PCB Designing, Signal processing, Image Processing and Communication system **DIGITAL SHARK TECHNOLOGY** will provide speakers.

- (e) **Training Programs:** **DIGITAL SHARK TECHNOLOGY** will assist the college in organizing training programs /tutorials on topics related to MSP430 and Wireless Sensor Network. **DIGITAL SHARK TECHNOLOGY** will provide certificates for the participants of such programs.

10. ASSIGNMENT

It is understood by the Parties herein, this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

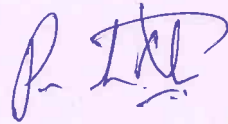
On behalf of

**K S SCHOOL OF ENGINEERING AND
TECHNOLOGY
MANAGEMENT, BENGALURU**

DIGITAL SHARK

BANGALORE

By : 

By : 

Name : Dr. K. RAMA NARASIMHA

Name : PRASHANTH RAM

Title : Principal/ Director

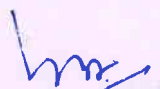

Title : Chief Marketing Officer.



Date : 27-1-2020

Date : 27-01-2020

Witness :

Witness :

- 
1. Dr. Girish A. Athmasud
- 
2. Dr. P. Kasthur

- 
1. Prathima K.T
- 
2. Sabitha L

MEMORANDUM OF UNDERSTANDING

BETWEEN

K S SCHOOL OF ENGINEERING AND MANAGEMENT
(Department of Electronics and Communication Engineering)

AND

DIGITAL SHARK TECHNOLOGY

This Agreement made and entered into on this 27th day of January 2020 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **DIGITAL SHARK TECHNOLOGY** (hereinafter called "DIGITAL SHARK TECHNOLOGY" which expression shall include its successors and permitted assignees) with its registered office at No. 888, SLN Complex, Nagarbhavi 2nd Stage, Outer Ring Road, Papareddypalya, Bengaluru-560072.

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- a) to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** in mutually beneficial areas.
- b) to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

2. PROPOSED MODES OF COLLABORATION

K S SCHOOL OF ENGINEERING AND MANAGEMENT and **DIGITAL SHARK TECHNOLOGY** propose to collaborate through

- a) Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b) Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

MEMORANDUM OF UNDERSTANDING

BETWEEN

K S SCHOOL OF ENGINEERING AND MANAGEMENT

AND

DIVYA ENTERPRISES

This Agreement made and entered into on this 5th day of November 2019 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **DIVYA ENTERPRISES** (hereinafter called "**DIVYA ENTERPRISES**") which expression shall include its successors and permitted assignees) with its registered office at Bengaluru.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES** in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES**.

2. PROPOSED MODES OF COLLABORATION

K S SCHOOL OF ENGINEERING AND MANAGEMENT and **DIVYA ENTERPRISES** propose to collaborate through

- a. Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b. Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES**.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

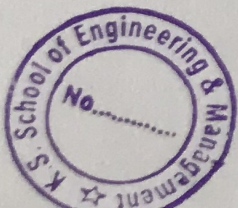
- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES** will be as Communications, Signal Processing and Image Processing.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Research undertaken by the **K S SCHOOL OF ENGINEERING AND MANAGEMENT**, the treatment of intellectual property and data rights, including patents, industrial design registration,



K. Rama
Dr. K. RAMA NARASIMHA
Principal/Director
K S School of Engineering and Management
Bengaluru - 560 109

copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in writing or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

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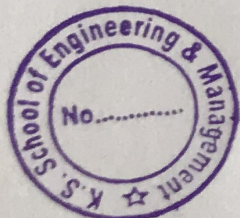
9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

- (a) **Curriculum:** The College will introduce a lab-based course using hardware assembling and soldering practice in their undergraduate/Postgraduate engineering curriculum. The college will also explore other ways to introduce Virtual Instrumentation in their curriculum. DIVYA ENTERPRISES will help the college in framing Course outline.
- (b) **Industrial Visit / Hands-on-Workshop:** DIVYA ENERPRISES will organize hands-on-workshop on "Hardware Practice" for students. The College will provide the infrastructure facility for conducting such workshop in the campus.

10. ASSIGNMENT

It is understood by the Parties herein, this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.



K. Rama
Dr. K. RAMA NARASIMHA
Principal/Director
K S School of Engineering and Management
Bengaluru - 560 109

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

on behalf of

**K S SCHOOL OF ENGINEERING
AND MANAGEMENT, BENGALURU**

DIVYA ENTERPRISES, BENGALURU

By : *K. Rama* 5/11/19
Name : Dr. K. RAMA NARASIMHA
Title : Principal/Director
Date : 05-11-2019
**K S School of Engineering and Management
Bengaluru - 560 109**

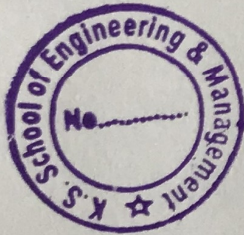
By : *Balasubrahmanya*
Name : BALASUBRAHMANYA
Title : Managing Partner
Date : 05-11-2019

Witness :

1. *[Signature]* 5/11/19
2. *[Signature]* 5/11/19

Witness :

1. *K. N. Nagesimharao*
2. *[Signature]*



DIVYA ENTERPRISES
53/2, Between 5th & 6th Main,
Doddakallasandra,
BANGALORE - 560 062



**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
BENGALURU**

&

**KS SCHOOL ENGINEERING & MANAGEMENT,
BENGALURU**



**Memorandum of Understanding
between**

**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE (KGTTI),
BENGALURU**

and

**KS SCHOOL ENGINEERING & MANAGEMENT,
BENGALURU**

Date:14-February-2017

MoU Signed at:

**Karnataka German Technical Training Institute[KGTTI]
CoE Building, Kaushalya Bhavan Campus
Near Dairy Circle, Bannerughatta Road
Bengaluru - 560029**





**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
BENGALURU
&
KS SCHOOL OF ENGINEERING AND MANAGEMENT
BENGALURU**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on this 14/02/2017 between **Karnataka German Technical Training Institute (KGT TI)**, an institute under Society for Karnataka German Multi Skill Development Center (KGMSDC), established by Government of Karnataka, under funding from Government of India & Government of Karnataka, and having Technical Collaboration with German International Services (GIZ-IS), having its office at CoE Building, Bannerugatta Road, Behind Women's ITI, Kaushalya Bhavan Campus, Dairy Circle, Bengaluru 560 029, India (hereinafter referred to as KGT TI), represented by its Director on the one part

AND

KS School of Engineering and Management, is engaged in imparting education to develop professional skills that will prepare the students for immediate employment and provide them with a solid foundation for further education, having its Campus 15/3, Kanakapura Rd, Paramount Gardens, Talaghattapura, Bengaluru, Karnataka 560062, India (herein after referred to as KSSEM)

This MoU is made for imparting skill development training under different training programs organized by KGT TI.

In this connection, the following points are agreed upon :


1. Objective

The overall objective of the KGT TI is to provide skill development, advanced technology hands-on-Training and to enhance employment opportunities. To achieve this objective, the KSSEM will mobilize its students/ participants to undergo skill-development training to make them industry ready/Fit.

2. Recitals

a. KGT TI is an organization providing technical skill training and consultancy services in advanced technology areas to students, jobseekers, school dropouts, and unemployed youth and industry personnel.




Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.

b. KSSEM is an institution engaged in imparting education to develop professional skills and prepare the students /Employees for immediate employment and provide them with a solid foundation for further education.

c. The purpose of this agreement is with reference to defining the areas of co-operation benefiting both KSSEM and KGTTI.

This agreement witnesses as follows:

Areas of Co-operation

3. Scope of Agreement:

KGTTI :

- KGTTI to liaison with KSSEM for providing advanced technical skill training to the students or participants mobilized by KSSEM.
- KGTTI will provide training on the specified list of Courses (See Annexure - I) to different category of students referred by KSSEM.
- KGTTI will, unless otherwise stated utilize its premises, subject experts, software and training kits / equipment for conducting training.

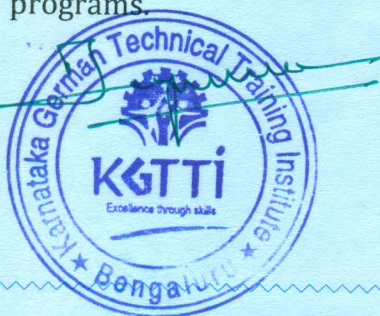
KS School of Engineering and Management:


To promote courses run by KGTTI, KSSEM will mobilize its students/Participants.

- The KSSEM will mobilize minimum of 200 students/ participants per year.
- Subject to mutual convenience, KSSEM will utilize the services of the faculty of KGTTI to render specialized domain intervention and conduct technical sessions in order to promote the KGTTI activities and motivate the students.
- KSSEM shall initiate students' meet and other business promotional activities to promote the training activities of KGTTI. KGTTI shall provide technical support, presentation and promotional materials for such events.

4. Training Support & Methodology

The training shall be conducted at KGTTI premises or at the premises of the KSSEM if the KGTTI satisfies itself on the adequacy of the infrastructure to conduct such training programs.




Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.

- Subject to availability of adequate infrastructure, KGTI can conduct sandwich courses wherein partial training can be conducted at KSSEM premises or any other mutually agreed place with other associated activities conducted at KGTI.
- KGTI shall provide all support needed for imparting the necessary training to the students mobilized by KSSEM.
- Each Training program of specified duration will be carried out on mutually agreed terms.
- KGTI will issue the Certificates to the students after successful completion of the training program. Also, since KGTI is an authorized Local Academy for Cisco, eligible students trained in Cisco authorized courses would get certificates from CISCO along with a discount voucher (58%) for the Global Certification Examination (This is subject to fulfilling the Cisco norms)

5. General Agreements


- Both the parties agree that no action / failure on either part, to act relating to the above proposal, will give raise to / serve as the basis for any claim, obligation or liability on either side.
- 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.
- This Agreement may be amended with the prior written consent of both the parties.
- Subject to availability of infrastructure and other facilities at KGTI, students mobilized by KSSEM and undergoing training at KGTI can take up appropriate projects which may be required as part of Academic requirement at KSSEM. If required, such projects can be carried out in co-ordination with the associated faculty from KSSEM.
- Either party can cancel or terminate this Agreement by giving an advance notice of three (3) months to the other with proper justification for such act.

6. Course Deliverables:

The list of courses offered, eligibility criteria and fee structure is appended at Annexure - I.

- KGTI will follow its standard methodologies related to conduct, student attendance, globally accepted quality norms, student feedback, internal




Dr. S. N. SRIDHARA
Principal/Director

K. S. School Of Engineering & Management
BENGALURU-560 109.

assessments, examination, evaluation and certification, smooth & effective delivery of course content and competence building of the trainee student.

- The training shall be conducted at KGTTI premises or at the premises of the KSSEM if the KGTTI satisfies itself on the adequacy of the infrastructure to conduct such training programs.
- Subject to availability of adequate infrastructure, KGTTI can conduct sandwich courses wherein partial training can be conducted at KSSEM premises or any other mutually agreed place with other associated activities conducted at KGTTI. The minimum & maximum student batch size for commencing a batch will be decided on mutually agreed numbers and it is as per the available seating capacity at KGTTI.
- The listed courses can vary from time to time and courses shall be added / deleted based on mutual convenience, in discussion by both the parties.
- The technical support in terms of presentations and publicity material shall be provided by KGTTI.

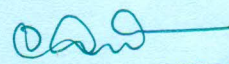
Note :

- The duration of training course per day is flexible to suit the requirements of the Institution / Students/Participants. This will be in mutual consultation between KGTTI and KSSEM.
- Also, KGTTI has an open mind to conduct week-end courses i.e., on Saturday and Sunday provided KSSEM mobilizes a full batch size of students in any of the streams that it would like to have the training.

7. Course Fee and mode of payment :

- The course fee at present is as reflected in Annexure - I.
- Any changes in course fee in future will be communicated.
- KSSEM shall organize upfront collection of fee from the students mobilized and arrange remittance of the same to KGTTI. KGTTI offers a discount of 20% on the listed course fee to the students mobilized by KSSEM in minimum number of participants as per the batch size.
- Tailor made program courses will be offered based on the requirement from KSSEM. Duration of the program will be of 3- 5 days. The course fee per student per day is Rs 200/- subject to minimum batch size of 25. The maximum size will be 30 per batch.
- Train the Trainer Program will be of 3- 5 days. The course fee per candidate per day is Rs 500/- subject to minimum batch size of 5- 10.
- KGTTI shall issue an appropriate invoice / receipt.




Dr. S. N. SRIDHARA Page 4 of 6
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.



**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
BENGALURU**

&

**KS SCHOOL OF ENGINEERING AND MANAGEMENT
BENGALURU**



- For SC/ST students course fee is exempted.

Note : All payments shall be made in favour of the Director, KGTTI - Bengaluru.

- KSSEM fully understands that the fees charged is a fair estimate of the expenditure incurred by KGTTI for utilizing the infrastructure, designing & developing the program content, acquiring the necessary principal licenses, hardware, providing the course material and for arranging lectures by certified experts in the current technologies including assistance in extending placement to eligible students trained in KGTTI.
- KGTTI shall prepare a consolidated list of students mobilized/referred by KSSEM and enrolled to the different courses and make available a copy of the same to KSSEM as and when the process of admission for the respective courses are completed.

8. Notices :

All notices, requests and other communications under this agreement or in connection herewith, shall be given to the respective parties as follows:

To

Director

KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE

CoE Building, Bannerughatta Road, Behind Women's ITI,

Kaushalya Bhavan Campus, Dairy Circle,

Bangalore - 560 029

To

Principal

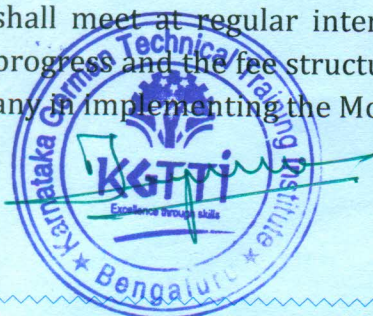
KS SCHOOL OF ENGINEERING & MANAGEMENT


15/3, Kanakapura Rd, Paramount Gardens,

Talaghattapura,

Bengaluru - 560062

9. For smooth and efficient functioning and implementation of the MoU, both the parties shall meet at regular intervals on mutually agreed dates and review the program / progress and the fee structure, also take action to remove the difficulties / constraints if any in implementing the MoU.




Dr. S. N. SRIDHARA
Principal/Director

K. S. School Of Engineering & Management
BENGALURU-560 109.



**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
BENGALURU
&
KS SCHOOL OF ENGINEERING AND MANAGEMENT
BENGALURU**



In witness whereof those present have been entered hereto, on the day and year first herein above, written under their respective seal of office.

Jayarama
**DIRECTOR
KGTTI, BENGALURU**
For KGTTI

[Signature]
For KSSEM

Authorized Signatory with Seal

Authorized Signatory with Seal

Name : Mr. JAYARAMA .T

Name : Dr. S.N. SRIDHARA

Title : DIRECTOR

Title : PRINCIPAL/DIRECTOR

Date :

Date :

**Dr. S. N. SRIDHARA
Principal/Director**

**K. S. School Of Engineering & Management
BENGALURU-560 109,**

Witness

Witness

Signature : *[Signature]*

Signature : *[Signature]*

Name : C.G. KRISHNA MOHAN

Name : LAXMIKANTHAS

Designation : Project Co-ordinator, GIZ-Ind.

Designation : Director Corporate K.M.I.

Witness

Witness

Signature : *[Signature]*

Signature : *[Signature]*

Name : Amitha .N.T

Name : Dr. B.R. NATARAJAN

Designation : Faculty

Designation : Professor & Head

**FREE
KSSEM, B'lore**



T-C
3015

S-1

300/-

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP: - LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and co-operate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel; back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, and consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also comply with all applicable statutory laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees: - TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents and warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter, organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees, charges, taxes etc. with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc. during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability: - TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of

TCS Proprietary and Confidential

B. K. Rao

[Signature]
Dr. S. N. SRIDHARA
Principal/Director

K. S. School Of Engineering & Management
BENGALURU-560 109.

Vertical stamp: K. S. School Of Engineering & Management, Bengaluru-560 109. Includes date 17:45 and 4 2017.

revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination :- (9.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(9.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

K S SCHOOL OF ENGINEERING AND MANAGEMENT, BENGALURU

By: 

Name: Dr. S.N. Sridhara

Title: Principal

Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.

TCS Proprietary and Confidential


B.K. Raj

Denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(9.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous: - (10.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(10.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(10.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(10.4) TCS Supplier Code of Conduct: The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at [HTTP://WWW.TCS.COM/SITECOLLECTIONDOCUMENTS/ABOUT%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF](http://www.tcs.com/sitecollectiondocuments/about%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF).

(10.5) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(10.6) Notice:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

TATA Consultancy Services Ltd.

By: 

Name: Mr. Venguswamy Ramaswamy

Title: Global Head - TCS iON



Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.

Version 01

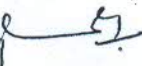
SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Authorized Signatory Details</u>	<u>Details of Contact Person</u>	<u>Location Name</u>
K S School of Engineering and Management, Bengaluru	K S Group Of Institutions	15,Mallasandra,Off.Kana kapura,Road,Bengaluru, Kamataka,India,560109	Dr. S.N. Sridhara Principal	Mr. Rajesh IT Admin rajesh.ksgi.bangalore@gmail.com 9449622972	Bengaluru

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01-07-2017


Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 100.

B.K. Rao 

SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation/supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service with TCS and/or its Authorized Personnel as and when required.
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable:

- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up


3. Fees:

- a. TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP centre is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available.
- b. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
1	Test centre Administrator	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
2	IT Managers	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
3	IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs. 900 per day
4	Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1000 per day	Rs. 1100 per day
5	Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs. 650 per day

TCS/ its Service Provider shall pay the aforesaid charges basis actual invoice received from the LISP.

B. K. Rao


Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 100

- c. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below: :

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

- d. **Diesel Generator Cost:** LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 4.5 per candidate

Number of Shift	Single Shift	Double Shift	3 or More Shift
Minimum Amount	Rs. 800	Rs. 1,500	Rs. 2,200

LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.

On the day of the examination in case diesel generator fails and TCS is required to arrange for alternate diesel generator, LISP shall pay the actual expense incurred as follows:

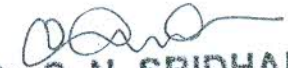
- In case LISP has a valid invoice for which payment is due from TCS, LISP can raise a credit note against the valid invoice
- In case LISP does not have a valid invoice, LISP shall raise a credit note along with cheque for the actual expense.

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.
- In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP.

**SCHEDULE – 3
SERVICE LEVEL CREDITS**

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.


Dr. S. N. SRIDHARA
 Principal/Director
 V. S. School Of Engineering & Management
 BENGALURU-560 109.

B. K. Raghav

SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP



Authorized Signatory

Date

Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.



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FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

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TCS Proprietary and Confidential

B. K. Rao

[Signature]
Dr. S. N. SRIDHARA
Principal/Director

K. S. School Of Engineering & Management
BENGALURU-560 109.

Handwritten notes and stamps on the right side of the page, including a vertical stamp: "K. S. School Of Engineering & Management, Bengaluru-560 109" and a date stamp: "4 20 17". There is also a handwritten number "53917" and a date "17:45".

revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

K S SCHOOL OF ENGINEERING AND MANAGEMENT, BENGALURU

By: 

Name: Dr. S.N. Sridhara

Title: Principal

Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.

TCS Proprietary and Confidential


B.K. Raj

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(10.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(10.4) TCS Supplier Code of Conduct: The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at [HTTP://WWW.TCS.COM/SITECOLLECTIONDOCUMENTS/ABOUT%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF](http://www.tcs.com/sitecollectiondocuments/about%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF).

(10.5) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(10.6) Notice:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

TATA Consultancy Services Ltd.

By: 

Name: Mr. Venguswamy Ramaswamy

Title: Global Head - TCS iON



Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.


Version 01


SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Authorized Signatory Details</u>	<u>Details of Contact Person</u>	<u>Location Name</u>
K S School of Engineering and Management, Bengaluru	K S Group Of Institutions	15,Mallasandra,Off.Kana kapura,Road,Bengaluru, Kamataka,India,560109	Dr. S.N. Sridhara Principal	Mr. Rajesh IT Admin rajesh.ksgi.bangalore@gmail.com 9449622972	Bengaluru

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01-07-2017


Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 100.

B.K. Rao 

SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation/supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation/supervision service with TCS and/or its Authorized Personnel as and when required.
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable:

- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up


3. Fees:

- a. TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP centre is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available.
- b. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
1	Test centre Administrator	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
2	IT Managers	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
3	IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs. 900 per day
4	Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1000 per day	Rs. 1100 per day
5	Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs. 650 per day

TCS/ its Service Provider shall pay the aforesaid charges basis actual invoice received from the LISP.

B. K. Rao


Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 100

- c. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below: :

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

- d. **Diesel Generator Cost:** LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 4.5 per candidate

Number of Shift	Single Shift	Double Shift	3 or More Shift
Minimum Amount	Rs. 800	Rs. 1,500	Rs. 2,200

LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.

On the day of the examination in case diesel generator fails and TCS is required to arrange for alternate diesel generator, LISP shall pay the actual expense incurred as follows:

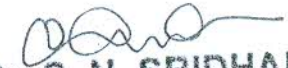
- In case LISP has a valid invoice for which payment is due from TCS, LISP can raise a credit note against the valid invoice
- In case LISP does not have a valid invoice, LISP shall raise a credit note along with cheque for the actual expense.

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.
- In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP.

**SCHEDULE – 3
SERVICE LEVEL CREDITS**

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.


Dr. S. N. SRIDHARA
 Principal/Director
 V. S. School Of Engineering & Management
 BENGALURU-560 109.

B. K. Ragh

SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP



Authorized Signatory

Date

Dr. S. N. SRIDHARA
Principal/Director
K. S. School Of Engineering & Management
BENGALURU-560 109.





KAMMAVARI SANGHAM (R), 1952
K.S. School of Engineering and Management

Approved by AICTE-1-5279601, Affiliated to VTU, Belagavi
15, Near Vajarahalli, Mallasandra, off Kanakapura Road,
Bengaluru - 560 019, www.kssem.edu.in
Tel : +91 80 28425012/013/163, Fax : +91 80 28425164, Mob : 8884444408

MEMORANDUM OF UNDERSTANDING

BETWEEN

K S SCHOOL OF ENGINEERING AND MANAGEMENT
(DEPARTMENT OF ELECTRONICS AND COMMUNICATION ENGINEERING)

AND

V I SOLUTIONS

This Agreement made and entered into on this 29th day of January 2020 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **V I SOLUTIONS** (hereinafter called " V I Solutions" which expression shall include its successors and permitted assignees) with its registered office at Bengaluru.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **VI SOLUTIONS, Bangalore** in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **VI SOLUTIONS, Bangalore**.

2. PROPOSED MODES OF COLLABORATION

K S SCHOOL OF ENGINEERING AND MANAGEMENT and **V I SOLUTIONS** propose to collaborate through

- a. Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b. Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **V I SOLUTIONS**.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:



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- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties

4. TECHNICAL AREAS OF COLLABORATION

The principle technical areas of collaboration between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **V I SOLUTIONS** will be as Communications, Signal Processing and Image Processing.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Research undertaken by the **K S SCHOOL OF ENGINEERING AND MANAGEMENT**, the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

6. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in writing or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular



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research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire one year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

- (a) **Curriculum:** The College will introduce a lab-based course using the National Instruments Platform in their undergraduate/Postgraduate engineering curriculum. The college will also explore other ways to introduce Virtual Instrumentation in their curriculum. VI SOLUTIONS, Bangalore will help the college in framing Course outline and experiment list.
- (b) **Hands-on-Workshop:** VI SOLUTIONS, Bangalore will organize at least one hands-on-workshop on "Embedded System Design" for students and its faculty members as agreed terms and conditions every year. The College will provide the infrastructure facility for conducting such workshop in the campus. VI SOLUTIONS, Bangalore will provide certificates for the participants for workshops authorized by National Instruments.
- (c) **Internship:** VI SOLUTIONS, Bangalore will shortlist candidates for internships immediately after the 3 day workshop based on their performance and willingness to work on projects.
- (d) **Workshops/Events:** If the College wishes to organize a national event in the area of the MSP430/Wireless Sensor Network, PCB Designing, Signal processing, Image Processing. VI SOLUTIONS, Bangalore will provide speakers.
- (e) **Training Programs:** VI SOLUTIONS, Bangalore will assist the college in organizing training programs /tutorials on topics related to MSP430 and Wireless Sensor Network. Faculty members from the college who have undergone train-the-trainer program and who are certified by National Instruments as trainers may run paid VI SOLUTIONS, Bangalore certified training programs.



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VI SOLUTIONS, Bangalore will provide certificates for the participants of such programs.

10. ASSIGNMENT

It is understood by the Parties herein, this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

on behalf of

**K S SCHOOL OF ENGINEERING
AND MANAGEMENT, BENGALURU**

VI SOLUTIONS, BENGALURU

By : *[Signature]*

By : *[Signature]*

Name : Dr. K. RAMA NARASIMHA

Name : SUNIL KUMAR V

Title : Principal/ Director

Title : DIRECTOR

Date : 29-1-2020

Date : 29-01-2020



Witness :

Witness :

1. *[Signature]* 29/1/2020

1. *[Signature]* 29-01-2020
Prasanth A.

2. *[Signature]* 29/1/2020
Dr. P. Karthik

2. *[Signature]* 29-01-2020
Suresh V

K.S. School of Engineering & Management
15 Mallasandra, off Kanakapura Road,
Bangalore-560 062.