# NATIONAL BOARD OF ACCREDITATION

NBCC Place, East Tower, 4<sup>th</sup> Floor, Bhisham Pitamah Marg, Pragati Vihar, New Delhi-110 003 Tei: +91 11 2436 0620-22, 2436 0654 ; Telefax: +91 11 4308 4903 Website: www.nbaind.org



File No: 25-11-2010-NBA

Date: 26-04-2019

To

The Principal
Ballari Institute of Technology and Management,
"Jnana Gangotri" Campus, Ballari-Hosapete Road,
Near Allipur, Ballari-583104,
Karnataka

Subject: Accreditation status of programmes applied by Ballari Institute of Technology and Management, "Jnana Gangotri" Campus, Ballari-Hosapete Road, Near Allipur, Ballari-583104, Karnataka.

Sir

This has reference to your application I.D. No. 2630-24/11/2017 seeking accreditation by National Board of Accreditation in Tier-II format to UG Engineering programs offered by Ballari Institute of Technology and Management, "Janua Gangotri" Campus, Ballari-Hosapete Road, Near Allipur, Ballari-583104, Karnataka.

2. An Expert Team conducted on-site evaluation of the programs from 15th to 17th March, 2019. The report submitted by the Expert Team was considered by the concerned Committees constituted for the purpose in NBA. The competent authority in NBA has approved the following accreditation status to the programs as given in the table below:

Sl. No	Name of the Program(s) (UG)	Basis of Evaluation	Accreditation Status	Period of validity	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
l.	Computer Science & Engineering	Tier-II June 2015 Document	Accredited	Academic Years 2019-2020 to 2021-2022 i.e. upto 30-06-2022	Accreditation status granted is valid for the period indicated in Col.5 or till the program has the approval of the competent authority, whichever is earlier
2.	Electronics & Communication Engineering		Accredited		
3.	Mechanical Engineering		Accredited		

- It may be noted that only students who graduate during the validity period of accreditation, will be deemed to have graduated with an NBA accredited degree.
- 4. The programs have been granted accreditation for 3 years. Ballari Institute of Technology and Management, "Inana Gangotri" Campus, Ballari-Hosapete Road, Near Allipur, Ballari- 583104, Karnataka should submit the Compliance Report at least six months before the expiry of validity of accreditation mentioned above to be eligible for consideration by the concerned Committee in NBA for further processing of the accreditation status. This could entail further extension of accreditation or a visit, as deemed appropriate by NBA Committees.
- 5. The accreditation status awarded to the programs as indicated in the above table does not imply that the accreditation has been granted to Ballari Institute of Technology and Management, "Jnana Gangotri" Campus, Ballari-Hosapete Road, Near Allipur, Ballari- 583104, Karnataka as a whole. As such the Institution should nowhere along with its name including on its letter head etc. write that it is accredited by NBA because it is program accreditation and not Institution accreditation. If such an instance comes to NBA's notice, this will be viewed seriously. Complete name of the program(s) accredited, level of program(s) and the period of validity of accreditation, as well as the Academic Year from which the accreditation is effective should be mentioned unambiguously whenever and wherever it is required to indicate the status of accreditation by NBA.

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- 6. The accreditation status of the above programs is subject to change on periodic review, if needed by the NBA. It is desired that the relevant information in respect of accredited programs as indicated in the table in paragraph 2, appears on the website and information bulletin of the Institute.
- 7. The accreditation status awarded to the programs as indicated in table in paragraph 2 above is subject to maintenance of the current standards during the period of accreditation. If there are any changes in the status (major changes of faculty strength, organizational structure etc.), the same are required to be communicated to the NBA, with an appropriate explanatory note.
- A copy each of the Report of Chairman of the Visiting Team and Evaluators\* Reports in respect of the above programs are enclosed.
- If the Institute is not satisfied with the decision of NBA, it may appeal within thirty days of receipt of
  this communication giving reasons for the same and by paying the requisite fee.

Yours faithfully,

(Dr. Anil Kumar Nassa) Member Secretary

Encls: 1.Copy of Report of Chairman of the Visiting Team.
2. Copy each of Expert Reports of the Visiting Team.

#### Copy to:

- The Registrar
   Vishveshwaraiah Technical University
   Jnana Sangama, Belgaum -590 018
   Karnataka
- Director Technical Education
   Tantrik Shikshan Bhawan
   Palace Road, Bangalore- 560 001.
   Karnataka
- 3. Accreditation File.
- Master Accreditation file of the State.

# राष्ट्रीय प्रत्यायन बोर्ड

चौथा तल, ईस्ट टावर, एन. बी. सी. प्लेस, भोष्म पितामह मार्ग, प्रगति विहार, लोधी रोड, नई दिल्ली -110003

## NATIONAL BOARD OF ACCREDITATION





File No: 25-11-2010-NBA

Date: 10-06-2022

To
The Principal
Ballari Institute of Technology and Management,
Janana Gangotri Campus, #873/2, Ballari Hosapete,
Road, Near Allipur, Ballari-583104, Karnataka

Subject: Accreditation status of UG-Engineering programs applied by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka.

Sir,

This has reference to your application I.D. No. 5350-13/02/2021 seeking accreditation by National Board of Accreditation to UG Engineering programs offered by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka.

2. An Expert Team conducted onsite evaluation of the programs from 22<sup>nd</sup> to 24<sup>th</sup> April, 2022. The report submitted by the Expert Team was considered by the concerned Committees constituted for the purpose in NBA. The Competent Authority in NBA has approved the following accreditation status to the programs as given in the table below:

Name of the SI. Basis of Accreditation Period of validity Program(s) No. Remarks Evaluation Status (UG) (1) (2) (3) (4)(5) (6) Electrical & Academic Years Electronics 2022-2023 1. Accreditation status granted is Accredited Engineering Tier II to valid for the period indicated in June 2015 2024-2025 Col.5 or till the program has the Document 1.0 approval of the Competent Accredited Civil Engineering 2. upto 30-06-2025 Authority, whichever is earlier

- It may be noted that only students who graduate during the validity period of accreditation, will be deemed to have graduated with an NBA accredited degree.
- 4. The programs have been granted accreditation for 3 years. Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka should submit the Compliance Report at least six months before the expiry of validity of accreditation mentioned above so as to be eligible for consideration by the concerned Committee in NBA for further processing of the accreditation status.
- 5. The accreditation status awarded to the programs as indicated in the above table does not imply that the accreditation has been granted to Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka as a whole. As such the Institution should nowhere along with its name including on its letter head etc. write that it is accredited by NBA because it is program accreditation and not Institution accreditation. If such an instance comes to NBA's notice, this will be viewed seriously. Complete name of the program(s) accredited, level of program(s) and the period of validity of accreditation, as well as the Academic Year from which the accreditation is effective should be mentioned unambiguously whenever and wherever it is required to indicate the status of accreditation by NBA.
- 6. The accreditation status of the above programs is subject to change on periodic review, if needed by the NBA. It is desired that the relevant information in respect of accredited program as indicated in the table in paragraph 2, appears on the website and information bulletin of the Institute.

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- 7. The accreditation status awarded to the programs as indicated in table in paragraph 2 above is subject to maintenance of the current standards during the period of accreditation. If there are any changes in the status (major changes of faculty strength, organizational structure etc.), the same are required to be communicated to the NBA, with an appropriate explanatory note.
- A copy each of the Report of Chairman of the Visiting Team and Evaluators' Reports in respect of the above programs is enclosed.
- If the Institute is not satisfied with the decision of NBA, it may appeal within thirty days of receipt of this
  communication giving reasons for the same and by paying the requisite fee.

Yours faithfully,

(Dr. Anii Kumar Nassa) Member Secretary

Encls: 1. Copy of Report of Chairman of the Visiting Team.
2. Copy each of Expert Reports of the Visiting Team.

#### Copy to:

- The Registrar, Visvesvaraya Technological University Jnana Sangama, Belgaum-590018, Karnataka
- Principal Secretary (Hr. & Tech. Education)
   Govt. of Karnataka, K.G.S. 6th Floor
   M.S. Building, R No. 645
   Dr. B.R. Ambedkar Road, Bangalore-560001, Karnataka
- Director Technical Education
   Tantrik Shikshan Bhawan, Palace Road Bangalore-560001, Karnataka
- 4. Master Accreditation Folder of the State
- 5. Accreditation File

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# राष्ट्रीय प्रत्यायन बोर्ड

चौथा तल, ईस्ट टावर, एन. बी. सी. प्लेस, भीष्म पितामह मार्ग, प्रगति विहार, लोधी रोड़, नई दिल्ली -110003

## NATIONAL BOARD OF ACCREDITATION



4th Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi 110003

File No. - 25-11-2010-NBA

Date: 29-08-2022

To,
The Principal
Ballari Institute of Technology and Management,
Janana Gangotri Campus, #873/2,
Ballari Hosapete, Road, Near Allipur,
Ballari-583104, Karnataka

Subject: Accreditation status of Management program applied by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka.

Sir.

This has reference to your Application ID No. 5350-13/02/2021 seeking accreditation by National Board of Accreditation to the Master of Business Administration program applied by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka.

2. An Expert Team conducted onsite evaluation of the program from 22<sup>nd</sup> to 24<sup>th</sup> April, 2022. The report submitted by the Expert Team was considered by the concerned Committees constituted for the purpose in NBA. The Competent Authority in NBA has approved the following accreditation status to the program as given in the table below:

S. No.	Name of the Program(s) (PG)	Basis of Evaluation	Accreditation Status	Period of validity	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Master of Business Administration	July, 2017 Document	Accredited	Academic Years 2022-2023 to 2024-2025 i.e. up to 30-06- 2025	Accreditation status granted is valid for the period indicated in Col.5 or till the program has the approval of the Competent Authority, whichever is earlier.

- It may be noted that only students who graduate during the validity period of accreditation, will be deemed to have graduated with an NBA accredited degree.
- 4. The accreditation status awarded to the program as indicated in the above table does not imply that the accreditation has been granted to Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete, Road, Near Allipur, Ballari-583104, Karnataka as a whole. As such, the Institution should nowhere along with its name including on its letter head etc. write that it is accredited by NBA because it is program accreditation and not Institution accreditation. If such an instance comes to NBA's notice, this will be viewed seriously. Complete name of the program(s) accredited, level of program(s) and the period of validity of accreditation, as well as the date from which the accreditation is effective should be mentioned unambiguously whenever and wherever it is required to indicate the status of accreditation by NBA.
- 5. The accreditation status of the above program is subject to change on periodic review, if needed by the NBA. It is desired that the relevant information in respect of accredited program as indicated in the table in paragraph 2, appears on the website and information bulletin of the Institute.

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- The accreditation status awarded to the program as indicated in table in paragraph 2 above is subject to maintenance of the current standards during the period of accreditation. If there are any changes in the status (major changes of faculty strength, organizational structure etc.), the same are required to be communicated to the NBA, with an appropriate explanatory note.
- A copy each of Report of Chairman of the Visiting Team and Evaluators' report in respect of the above program is enclosed.
- If the Institute is not satisfied with the decision of NBA, it may appeal within thirty days of receipt of this communication giving reasons for the same and by paying the requisite fee.

Yours faithfully,

(Dr. Anil Kumar Nassa) Member Secretary

- Encls.: 1. Copy of Report of Chairman of the Visiting Team.
  - 2. Copy of Expert Report of the Visiting Team.

#### Copy to:

- 1. The Registrar, Visvesvaraya Technological University Jnana Sangama, Belgaum-590018, Karnataka
- 2. Principal Secretary (Hr. & Tech. Education) Govt. of Karnataka, K.G.S. 6th Floor M.S. Building, R No. 645 Dr. B.R. Ambedkar Road, Bangalore-560001, Karnataka
- 3. Director Technical Education Tantrik Shikshan Bhawan, Palace Road Bangalore-560001, Karnataka
- 4. Master Accreditation Folder of the State
- 5. Accreditation File

# राष्ट्रीय प्रत्यायन बोर्ड

चौया तल, ईस्ट टावर, एन. बी. सी. सी. प्लेस, भीष्म पितामह मार्ग, प्रगति विहार, लोधी रोड़, नई दिल्ली -110003

## NATIONAL BOARD OF ACCREDITATION



File No. 25-11-2010-NBA

Date 22-08-2022

To
The Principal
Ballari Institute of Technology and Management,
Janana Gangotri Campus, #873/2, Ballari Hosapete Road,
Near Allipur, Ballari-583104, Karnataka

Subject: Further accreditation status on the basis of Compliance Report of the programs in Tier II offered by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete Road, Near Allipur, Ballari-583104, Karnataka.

Sir,

This is regarding Compliance Report submitted by Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete Road, Near Allipur, Ballari-583104, Karnataka for the UG Engineering programs which were accredited by NBA in Tier-II for Academic Years 2019-20 to 2021-22 i.e. up to 30-06-2022.

An Expert Team conducted data verification of the programs on 16<sup>th</sup> July, 2022. The report submitted by the
Expert Team was considered by the concerned Committees constituted for the purpose in NBA. The Competent
Authority in NBA has approved the following accreditation status to the programs as given in the table below:

SI. No	Name of the Program(s) (UG)	Basis of Evaluation	Accreditation Status	Period of validity	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Computer Science & Engineering	Tier-II June 2015 Document	Accredited	Academic Years 2022-2023 to 2024-2025 i.e. upto 30-06-2025	Accreditation status granted is valid for the period indicated in Col.5 or till the program has the approval of the Competent Authority, whichever is earlier.
2.	Electronics & Communication Engineering		Accredited		
3.	Mechanical Engineering		Accredited		

- It may be noted that only students who graduate during the validity period of accreditation, will be deemed to have graduated with an NBA accredited degree.
- 4. The programs have been granted accreditation for further 3 years. Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete Road, Near Allipur, Ballari-583104, Karnataka should submit fresh online application under First Cycle SAR Tier II June 2015 document through eNBA portal at least five months before the expiry of validity of accreditation mentioned above.
- 5. The accreditation status awarded to the programs as indicated in the above table does not imply that the accreditation has been granted to Ballari Institute of Technology and Management, Janana Gangotri Campus, #873/2, Ballari Hosapete Road, Near Allipur, Ballari-583104, Karnataka as a whole. As such the Institution should nowhere along with its name including on its letter head etc. write that it is accredited by NBA because it is program accreditation and not Institution accreditation. If such an Instance comes to NBA's notice, this will be viewed seriously. Complete name of the program(s) accredited, level of program(s) and the period of validity of accreditation, as well as the Academic Year from which the accreditation is effective should be mentioned unambiguously whenever and wherever it is required to indicate the status of accreditation by NBA.
- The accreditation status of the above programs is subject to change on periodic review, if needed by the NBA.
   It is desired that the relevant information in respect of accredited programs as indicated in the table in paragraph 2,

Contd/...

Tel: +91 11 2436 0620-22, 2436 0654; Telefax: +91 11 4308 4903 Website: http://www.nbaind.org | Email:membersecretary@nbaind.org appears on the website and information bulletin of the Institute.

- 7. The accreditation status awarded to the programs as indicated in table in paragraph 2 above is subject to maintenance of the current standards during the period of accreditation. If there are any changes in the status (major changes of faculty strength, organizational structure etc.), the same are required to be communicated to the NBA, with an appropriate explanatory note.
- A copy each of Report of the Visiting Team in respect of the above programs is enclosed.

Yours faithfully,

(Dr. Anil Kumar Nassa) Member Secretary

Encls: 1. Copy each of Report of the Visiting Team in respect of the programs.

#### Copy to:

- Principal Secretary (Hr. & Tech. Education)
   Govt. of Karnataka, K.G.S., 6th Floor
   M.S. Building, R. No. 645, Dr. B.R Ambedkar Road Banglore-560001, Karnataka
- The Registrar,
   Visvesvaraya Technological University
   Jnana Sangama, Belgaum-590018, Karnataka
- Director Technical Education
   Tantrik Shikshan Bhawan
   Palace Road, Banglore-560001, Karnataka
- Accreditation File
- 5. Master Accreditation file of the State



Ballari Institute of Technology & Management (BITM)

Party -1

## MEMORANDUM OF UNDERSTANDING

(MoU)

Between

Ballari Institute of Technology & Management (BITM)

&

SSR Institute of Management & Research, Silvassa

28th March 2022



SSR Institute of Management & Research, Silvassa

Party-2

College/Institute/ University/School Details

## Ballari Institute of Technology & Management

www.bitm.edu.in

SSR Institute of Management & Research, Silvassa

Permanently Affiliated to SPPU, Pune www.ssrimr.edu.in

(Will be referred as the "BITM" in MoU)

(Will be referred as "SSR IMR" in the MoU)

As per discussion held between the two parties, following points were mutually agreed

#### upon:

#### Preamble:

BITM and SSR IMR Aim to establish and develop a close partnership to promote academic and co-curricular exchanges between the two Institutions through natural assistance, especially, in the area of teaching and exchange program.

This MOU will be in force when the Director/Principal/Vice-Principal/Registrar/Chairman/ any other competent authority of BITM and SSR IMR sign this MOU and any future changes/modification etc will be done when both the signatories sign the same.

## Area of Co-operation:

- Joint research activities will be taken up by both the parties. The focus area would be
  to develop a strong research culture, work on possible synergy on joint research
  framework, usage of latest statistical tools and identifying areas of research activities
  of national interest and further work on the same. Most of the initial activities can be
  done with the support of Technology, Email/web Ex/ Skype/Telephone or in person
  too based on the requirements physical movements of faculties and students also would
  be encourage.
- Quality Enhancement programs such NAAC, NBA workshops.
- This MOU includes the provision of faculty student exchange, joint conference/seminar/workshop/Faculty Development Programs, Student Development Programs and other area of extension activities.
- Initial period of engagement would be of 5 years. Further engagement is subject to consent from both the parties.
- This Collaboration is for the mutual development and do not carry any monetary benefits.

Note: Legal aspects subject to Ballari Jurdistriction.

Director/Chairman

BIT Milari Institute of technology & Management Bellary Director

DIRECTOR

SSR IM BS SANSTFRUTE OF MANAGEMENT

& RESEARCH
AFFILIATED TO SAVITRIBAI PHULE PUNE UNIVERSITY

SAYLI SILVASSAIDANHI





## MEMORANDUM OF UNDERSTANDING

#### BETWEEN

Foundation for Sandbox startup Initiatives, Hubballi, Karnataka (Deshpande Startups)

#### AND

Ballari Institute of Technology and Management, Ballari, Karnataka (BITM Ballari)

This Memorandum of Understanding/Agreement is made on this Tuesday of 21st April 2022 and executed.

#### BETWEEN

M/s. Foundation for Sandbox Startup Initiatives, (CIN:U74999KA2016NPL092977) is a company registered under Section 8 of the Companies Act 2013, having its registered office at Next to International Airport, Gokul Road Opp to Gokul Village Hubli--580030, Karnataka.

(Hereinafter known as "Deshpande Startups" which expression shall include its successors and permitted assignees (Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors, legal representatives and permitted assigns) on FIRST PART

#### AND

Ballari Institute of Technology and Management, Ballari - 583104, Karnataka India, which expression shall include its successors and permitted assignees (hereinafter known as "BITM, Ballari" Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, and permitted assigns.) on SECOND PART





#### AND

WHEREAS, "Deshpande Startups" is a non-profit organization which operates to create an effective ecosystem where resources are used through entrepreneurship, innovation, sustainability, and support for mission-driven entrepreneurs with innovative business ideas. While other incubation centres are in Tier-I cities to focus on attracting high-tech and high-growth startups, Deshpande Startups is established in Hubballi, which has proven to be useful for entrepreneurs to test products, and conduct pilots, build prototypes, and validate in markets. The Deshpande Startups has trained over 200+ entrepreneurs through various activities and nurtured over 60+ ventures through customized incubation support, thereby creating a large socio-economic impact.

WHEREAS "BITM Ballari" Autonomous Institute under VTU, Belagavi, Approved by AICTE. New Delhi and Recognized by Govt. of Karnataka

#### 1. DEFINITIONS AND INTERPRETATION:

- (a) "MoU" shall mean this Memorandum of Understanding executed between "BITM Ballari" and "Foundation for Sandboxstartup Initiatives" on 21st April 2022.
- (b) "Party" or "Parties" shall mean "Foundation for Sandbox startup Initiatives" (hereinafter referred to as First Party) "BITM Ballari" (hereinafter referred to as Second Party).
- (c) The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely considering the contents thereof.
- (d) The use of words in the singular includes the plural and vice versa, and the masculine gender includes the feminine where applicable.
- (e) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.





#### 2. OBJECTIVES:

The objectives of the MoU are that **Deshpande Startups** and **BITM**, **Ballari** are coming together with a common objective to promote innovation and entrepreneurship among current/alumni students and support entrepreneurs at the Deshpande Startups ecosystem under Deshpande Startups' Programs and to incubate startups, to build a culture and ecology of innovation as well as promoting the startup ecosystem in the institute/university.

## The objective of the MoU is detailed as under:

- A. To provide exposure and awareness to the Innovation and Entrepreneurship Ecosystem.
- B. Tonurture a problem-solving & product-building mindset and to promote ideas, innovation and entrepreneurship among the student community.
- C. To provide an eco-system to test student/staff ideas, validate problems and find out solutions from Idea to POC (Proof of Concept).
- D. To promote effective interaction between Deshpande Startups and BITM Ballariin mutually beneficial areas.

### 3. RESPONSIBILITIES OF PARTIES TO BE PERFORMED:

#### A. First Party

- Launch and run YUVA Entrepreneurship Program at BITM, Ballari
- Engage Deshpande Startups' expertise in guiding and managing the students who
  come with innovative ideas and assist them in providing the required mentoring
  and direct such students/entrepreneurs to excel in the incubation and provide
  co-working space.
- · Exploring industry connections for 'Open Innovation' opportunities
- Provide access to DS ecosystem for student startups from BITM Ballari
- Guidance and support to put a structured & operational entrepreneurship cell
- Nominate a Deshpande Startups coordinator to liaison between Deshpande Startups and BITM Ballari
- Ensure that all students that are part of YUVA Entrepreneurship Program at BITM Ballariwill abide by the rules of Deshpande Startups.





### B. Second Party

- Nominate one decision-maker from Management and one coordinator to liaison
- Identify, encourage and support interested students to participate inYUVA Program.
- To provide operational and logistics support required to organize YUVA Entrepreneurship Program at BITM, Ballari Campus.
- To share knowledge and build connections or networking with Deshpande Startups and the industries.
- Extend support & expertise of faculties during the execution of Deshpande Startups' programs at campus
- Providing access to Deshpande Startups' incubated startups for Co-working space, Labs utilization, and technological support as much as possible (Mentoring in areas like Engineering, Deep Technology, research and development projects on case to case basis) subject to the institute (BITM, Ballari) norms.

#### 4. NON-EXCLUSIVITY:

The relationship of the parties under this MoU shall be non-exclusive, and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, both the parties shall ensure such new agreements are not in contradiction with that of this agreement and are not against the interest of the other parties.

#### 5. TERMINATION:

- (a) This MoU will be valid for a period of Three (3) Years from the date of signing and shall be renewed on mutually agreeable terms and conditions. Termination period will be from April 2022 to March 2025at any time during the Term, be entitled to immediately terminate this MoU by giving with prior written notice of 30 (thirty) days to the other party.
- (b) The MoU, unless extended by mutual written agreement of the parties, shall expire after threeyears. One (1) month after the effective date specified above.





## 6. CONFIDENTIALITY:

6.1 During the tenure of this MoU, both Deshpande Startups and BITM Ballari undertake on their behalf and on behalf of their employees to maintain strict confidentiality and prevent disclosure thereof, of all the proprietary information and data exchangedunder the scope of this MoU for any purpose other than in accordance with this MoU.

6.2 Each PARTY's obligations with respect to secrecy as per Clause 6.1 shall not extend to such information which:

- a) Either PARTY can show by written record to have been in its possession prior to receipt from other PARTY and was not obtained directly or indirectly from the other PARTY.
- b) is or becomes part of the public domain through no fault or action on the part of the PARTY.
- c) is legally obtained by the PARTY from a third party lawfully in possession thereof who did not obtain the same directly or indirectly from the other party.

#### 7. INTELLECTUAL PROPERTY RIGHTS:

Except as expressly provided under this MoU, this MoU does not transfer any intellectual property rights, whether registered or not, belonging to either party in favor of the other party and all rights, title and interest in the intellectual property (whether registered or not) of either Party shall remain solely with the respective Party.

#### 8. FORCE MAJEURE:

If the performance of the MoU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, pandemic, epidemic or other natural physical disasters without the involvement of human hand; restrictions imposed by the Government or other Statutory bodies or any event beyond the control of the parties to the MoU which prevents or delays the execution of the MoU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU. From the date of the notification, the parties shall, at its discretion, mutually agree to either terminate the MoU forthwith or suspend the performance of the MoU until the force majeure event persists.





#### 9. SEVERABILITY:

Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

## 10. AMENDMENTS:

MoU can be modified only for the program schedule (timelines) if necessary before the commencement of the program. Any amendment to this MoU shall be in writing and be signed by the parties

#### 11. PUBLICITY:

Deshpande Startups and the BITM, Ballari each agree not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without the prior written approval of the other party. In addition, each party agrees not to initiate or distribute any press releases, publicity matters, or other promotional materials related to or referencing the subject matter of this MOU without the prior written approval of the other party.

## 12.NO BINDING AGREEMENT:

This MoU reflects the intention of the Parties, but for the avoidance of doubt, neither this memorandum of understanding nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party. No contract or agreement providing for any transaction involving the transaction shall be deemed to exist between 21st April 2022 and 31st May 2025 and any of its affiliates unless and until final definitive agreements have been executed and delivered.

#### 13. GOVERNING LAWS:

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. The Parties hereby submit to the exclusive jurisdiction of the Courts in Dharwad.





## 14. DISPUTE RESOLUTION:

Any dispute or differences between the Parties pertaining to this MoU shall be resolved by mutual consultations and if needed the matter shall be referred to the Director, BITM, Ballari and CEO, Deshpande Startups and their collective decision shall be binding on both the parties to this MOU.

#### 15. MISCELLANEOUS:

**Heading.** The headings of terms and conditions herein contained are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the terms and conditions of this MoU.

Assignment, It is understood by the Parties herein that 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.

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

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

Waiver, The failure of either party hereto at any time to enforce performance by the other Party of any provision of this MoU shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such Party of any other breach of the same or any other provision hereof.

Variation, No variation or amendments shall be effective unless the same is in writing signed by the Parties or their authorized representatives.

Counter Parts, This MoU may be signed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which taken together shall constitute one and the same instrument.





#### 16. NOTICES:

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if provided in the English language and delivered or communicated in any other form of recorded communication tested prior to a Transmission to such a Party: personally, transmitted by fax or in the case of notice to Deshpande Startups, the following address shall be used.

## For the attention of

Dr Aravind Chinchure, CEO, Foundation for Sandbox startup Initiatives Next to Hubli Airport, Opposite to Gokul Village, Gokul Road, Hubballi-580030, Karnataka Email: aravind.chinchure@dfmail.org

In the case of notice to the BITM, Ballari, the following address shall be used.

#### For the attention of

Dr Yadavalli Basavaraj Principal,BITM,Ballari "Jnana Gangotri" Campus, Ballari-Hosapete Road, Near Allipura, Ballari, Karnataka- 583104 India

Email: principal@bitm.edu.in





The notice shall be deemed to be effective upon the actual date of delivery supported by the requisite proof of delivery.

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

On behalf of:

Foundation for Sandbox startup Initiatives.

On behalf of:

Ballari Institute of Technology and Management, Ballari

Dr Aravind Chinchure, CEO

Ocean)

Witness:

1. Amrut Patil Deputy Director **Deshpande Startups** 

2. Rakshit Kalyani Lead Strategic Partnerships Deshpande Startups

Dr Yadavalli Basavaraj Principal Principal,

Menon of

Ballari Institue of Technology & Management, Ballan.

Witness:

1. Dr.Yashvanth Bhupal Director

BITM Ballari

2. Dr. Mallikarjuna A Incubation Head BRICS BITM Ballari





#### SERVICE AGREEMENT

## This SERVICE AGREEMENT is entered into on 25th Oct 2021

#### BY AND BETWEEN

HireMee, unit of KAAMServices Pvt Ltd incorporated under the [Indian] Companies Act, 2013, having its registered office at No-483, Seetha Complex, 16<sup>th</sup> Cross, 8<sup>th</sup> Main Road, RR Nagar, Bangalore – 560098 (hereinafter referred to as 'HireMee', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

#### AND

Ballari Institute of Technology and Management located at Jnana Gangothri Campus, Hospet Road, Near Allipur, Ballari, Karnataka (hereinafter referred to as 'User', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

HireMee and User are hereinafter collectively referred to as "the Parties" and severally as "Party".

WHEREAS HireMee has developed a program to empower the students from the colleges across India with employability skills by providing relevant content, recommendations, evaluation and mentoring, subject to the job aspirants; as per details provided in services section.

WHEREAS User is a College desirous of using the services of HireMee as described hereunder to fulfil the job aspirations of students, on the terms agreed and contained herein;

WHEREAS the User benefits from HireMee'ssolution (Namely HireMee Gold) as it helps in securing a job.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:





#### 1. SERVICE DETAILS

The details of the services provided by Hire Mee are listed below ("Service"):

- a. Profile Creation
- b. Video profile
- c. Diagnostic Assessment
- d. Analytics Report
- e. Learning Track and the assessment
- f. Dashboard
- g. Final Assessment
- h. Digital Profile
- i. DIY Track

#### 2. COMMERCIALS

- 2.1 The User agrees to pay a Rs. 600/-Inclusive of Taxes per Student per academic year for using HireMee Gold services.
- 2.2 Fees shall be paid in Advance by the User.
- 2.3 Advance Payment will be paid in the day of signing a MoU with Ballari Institute of Technology and Management.

#### 3. HireMee's OBLIGATION

#### HireMee shall

- a. Provide Login Credentials to the User
- Provide Diagnostics assessment and final assessment on different parameters like Verbal,
   Logical, Quantitative Aptitude, Psychometric, Communications, Computers and Core
   Technical (core subject)
- c. Provide appropriate learning tracks for students
- d. Conduct mentorship webinars
- e. HireMee does not guarantee any placement or job
- f. HireMee will showcase the scores to Corporates on best effort basis. However, short-listing will be done by the respective corporates.
- g. Final assessment scores provided by HireMee will be valid for a period of one (1) year.





#### 4. TERM AND TERMINATION

- 4.1 This Agreement will be in force for an initial period of Three (3) years from the Effective Date and expires on < 25<sup>th</sup> Oct 2024>. Upon expiry of the initial Term, this Agreement shall stand renewed automatically for a further period of one(1) year (Renewed Term), unless terminated by either Party to this Agreement by giving one (1) month advance notice to the other Party.
- 4.2 Either Party may terminate this agreement wholly or in part at any time without providing any reasons after giving prior written notice of Thirty (30) days to the other Party.
- 4.3 In the event of termination of this Agreement, either Party shall ensure that any confidential information, data, assets, documents, etc., belonging to the other Party which is in its possession, shall be either returned or destroyed or deleted from its systems, as instructed in writing by the other Party. This shall be followed by a written confirmation of destruction or deletion duly signed by an authorized official of such Party.

#### 5. DATA PROTECTION & COMPLIANCE WITH PRIVACY LAWS

HireMee agrees that it will fix any vulnerability found in software and would promptly notify the User if it learns of a security breach or unauthorized access related to the service. User ID and Password would be provided only to the authorized User. HireMee agrees to restrict User id and password to the student/college concerned only. HireMee agrees that it will maintain the confidentiality of any information that HireMee has access to pursuant to the service engagement and the information shall be restricted to use explicitly for internal use if required. HireMee will neither sell nor share any confidential information of the User with third parties not involved in training and hiring. HireMee will not use the Confidential Information for any purpose other than the purpose for which such information is provided.

#### 6. USER'S OBLIGATION

- a) The user has to register college on HireMee's website within 7 days of signing the agreement.
- b) User shall ensure submission of users' data online on HireMee's website i.e. www.hiremee.co.in for registration and also provide the list of students who have opted for HireMee Gold Service.
- c) Users' data shall include User name, contact details etc. Inability of User to register and verify the user's data shall not entitle the users in availing the services under this Agreement. User shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the www.hiremee.co.in website.





- d) The User shall be responsible to download the HireMee's mobile app.
- e) The User shall ensure the necessary payment for the services rendered from HireMee.
- f) This service is neither resalable nor transferable by the subscriber to any other person, corporate body, firm or individual.
- g) Engaging in any conduct prohibited by law or usage of services in any manner so as to impair the interests and functioning of HireMee or its users may result in withdrawal of service.

#### 7. GOVERNING LAW AND ARBITRATION

This Agreement will be governed by all applicable laws of India. In case of any dispute, controversy or claim, the Parties agree to resolve the same within thirty (30) days through negotiation by senior level managers of HireMee and User, before initiating any legal proceeding. All disputes arising out of this Agreement, which cannot be settled through mutual discussion, shall be referred to arbitration and decided finally in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto by Sole Arbitrator nominated by the First Party. The dispute resolution process shall be initiated by a Party through written notice of the dispute being delivered to the other Party. The award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Bangalore. The arbitration proceedings shall be conducted in the English language. Execution of the arbitral award shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India.

#### 8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY PROVISION OF THIS AGREEMENT.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN UNDER THIS AGREEMENT, USER'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY THE USER TO HireMee UNDER THIS AGREEMENT.

THE PARTIES AGREE AND UNDERTAKE THAT THERE SHALL BE NO LIMITATION OF LIABILITY IN RESPECT OF BREACH OF THE PROVISIONS OF THIS AGREEMENT IN RESPECT OF FRAUD, CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS, INDEMNITY, DATA PROTECTION, PRIVACY, INJURY TO PERSON OR DEATH IN THE COURSE OF PROVIDING SERVICES TO THE USER.





#### 9. MISCELLANEOUS

- 9.1 Entire Agreement: This Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto. Subsequent schedules or addendums can be added on mutual agreement and will be considered as part of this Agreement. Parties mutually agree that in case of any conflict between the terms and conditions of this Agreement and terms and conditions of any Service Details executed under this Agreement, the terms and conditions of this Agreement shall supersede and prevail over such Service Detail/s.
- 9.2 Notices: Any notices under this Agreement will be sent by registered post acknowledgement due, to the respective address of Parties as contained in this Agreement, or to any other address subsequently communicated in writing by a Party and served to the other Party in the manner specified herein.
- 9.3 <u>Publication</u>: The User hereby expressly agrees that HireMee can use the results of assessments for internal analysis for betterment of the platform/offering.
- 9.4 Branding HireMee would use the User's Name and Logo for Branding and Marketing purpose.
- 9.5 <u>Uptime</u> HireMee will endeavor to maintain its hiremee.co.in website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the User in providing the Service; bring- downs in the ordinary course that are necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond HireMee's reasonable control.
- 9.6 Intellectual Property Rights This Agreement will not be construed to grant any licence with respect to the Intellectual Property of one Party to the other Party. Each Party will own and retain all of its right, title, and interest in and relating to its Intellectual Property. Each Party agrees that any proprietary rights whatsoever, including but not limited to, patents, copyright, knowhow and design rights of all works of a Party exposed to the other Party during or as a consequence of provision/use of Services, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program,





documentation, confidential information, copyright work or other material shall vest with the Party owning the IPR absolutely.

- 9.7 <u>Disclaimer</u>—(a) HireMee is not the authorized publisher of any kind of learning material for placement preparation. (b) HireMee has collected these materials from the sources available on internet which can be circulated to public. (c) HireMee does not promote any external service.
- 9.8 This Agreement is on a principal-to-principal basis between the Parties hereto. The Parties understand that this Agreement does not create and shall not be deemed to have created any partnership, joint venture, employer-employee or a principal agent relationship between the HireMee and User. Either Party shall not be entitled to, by act, word, and deed or otherwise to make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent to the other. Both Parties are and shall always be and remain independent entities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF HIREMEE GOLD:

SIGNED BY/ ON BEHALF OF USER:

Signature	Ŧ	Signature : DY)
Name	: Girish Rai D	Name : FJ PRITHVI RAJBHUPAL
Designation	: Regional Manager	Designation: DEPUTY DIRECTOR
Date	:25 <sup>th</sup> Oct 2021	Date : 26 10 2021
Email	: girish.r@hiremee.co.in	Email : PRITHVIRAJEBITH.EDU.

The person listed above is authorized to sign for our organization.

Deputy Director

Ballari Institute of technology & Management

Bellary

A Unit of Test Yantra Software Solutions India Pvt Ltd



#### MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 10th March 2022 between "QSpiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd" Having its corporate office at 01, Basappa Layout, Gavipuram Extn., Gavipuram Extention, Kempegowda Nagar, Bengaluru, Karnataka 560019 Here in after referred to as the "QCC" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the one part.

#### And

"Ballari Institute of Technology and Management, 873, Jnana Gangotri' Campus, 2, Hospet Rd, near ALLIPUR, Ballari, Karnataka 583104. Here in formerly referred to as the "BITM" which expression shall mean and include its heirs, representatives, executors, successors-in-interest, administrators and assignees etc. of the other part.

Objective: "The Objective of this MOU is to provide Technical Internship to BITM Students"

#### General Terms of MOU:

- Participating Campus: Following campus of BITM are entitled to undergo Internship and placements.
- 2. Structure of Internship Schedule.
  - a) Internship Module:

QCC has designed technical Internship module for the students of BITM in accordance to industry requirements
Internship plan are specified in Annexure

b) Eligibility:

Students from BE 2022 batch are eligible for the Internship program.

#### SPOC Deployment:

- a) Internship will be delivered offline
- b) Faculty having multiple skills are used to teach on requested skills.
- c) QCC will use in-house faculty
- d) Primary SPOC:

L Devika Rani Shelke 9513684738

devikarani.l@gspiders.com

e) Secondary SPOC:

Likhitha 6366765697

Ukhitha villasolders.com

f) Any change in Internship co-ordinator will be communicated.



95136 84738 / 76191 63087



info@campus.qspiders.com



A Unit of Test Yantra Software Solutions India Pvt Ltd



#### 5 Confidentiality:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

#### 6 Extension of Agreement:

The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

#### 7 Communications:

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

#### 8 Terms and Conditions:

#### 1.1 General Terms:

 No exclusivity clause for Internship Program Model. However, BITM will have no objection in conducting Internship for other college students in BITM campus as well as in other college campus.

#### 1.2 Hiring Terms:

- BITM cannot hire the current employees of QCC and its group of companies Test Yantra, QSpiders and JSpiders, in such case BITM need to seek NOC from QCC.
- BITM cannot hire the employees worked QCC and its group of companies Test Yantra, QSpiders, ISpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more.
  - BITM cannot hire employees of QCC and its group companies Test Yantra, QSpiders, JSpiders in any of the below forms
    - a. As a Permanent Employee of BITM
    - b. As a Contract Employee of BITM
    - c. As a part time employee or daily wages employee of BITM
    - d. As a consultant to BITM
    - e. Through any other sources or companies
    - f. Direct or indirect association with ex-employee is not allowed.

#### 11. Internship Content and Delivery Terms:

- Internship Head or Coordinator from QCC will meet academician of BITM to formalize and finalize the Internship content mutually.
- 2. Once the internship content is finalized and approved, it cannot be modified later.
- The Internship content which is agreed mutually by QCC and BiTM will be delivered by QCC
- Additional Internship apart from the agreed content, is recommended/requested by any BiTM campus will be charged additionally based on subject and its content.

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info@campus.qspiders.com





- 12. Internship Mode-Agreed Technical Internship will be conducted offline at BITM Campus.
- 13. Placements-Placement assistance are provided for all the students who got skilled from QSpiders.

#### a. Exit terms:

- 1. The minimum locking period for this agreement will be 1 year from the date of signing
- 2. Both the parties can exit from the agreement if other party services are not satisfied.
- 3. If QCC wished to exit the agreement, it will complete the current running Internship schedule and then exit.
- 4. If QCC wished to exit the agreement, advance amount shall not be refundable and also any additional Internship fee has to be paid by BiTM till the date of termination of agreement.

#### 14. Arbitration:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement. Or All disputes, questions or differences etc., arising in connection with this agreement Shall be referred to a sole arbitrator to be nominated by both the Parties. The arbitration proceedings shall be in accordance with & subject to Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties to this agreement. The venue of such arbitration shall be at Bangalore, Annexures Enclosed

BITM, Karnataka

Name-Y J Prithviraj Designation: Deputy Director, BITM

. Director, Institute of Technology & Management, BELLARY.

**QSpiders Campus Connect** 

Name:Devika

Designation: QSpiders Campus business head



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A Unit of Test Yantra Software Solutions India Pvt Ltd

### Annexure-1

## OSpiders Campus Connect offers Internship program, For 2022 Passing Batch [Wipro Talent Next Batch

Program	Stream	Internship Content	Duration	Cost/Student
Java Full	Wipro Talent Next	Java & Programming	60 Hours	CSR
Stack		SQL	30 Hours	
Development	Selected	Web Tech	30 Hours	
	Batch	J2EE	40 Hours	
		Framework	40 Hours	

## OSpiders Campus Connect offers Internship program. For 2022 Passing Batch [Unplaced Batch]

Program	Stream	Internship Content	Duration	Cost/Student
	Any	Java	60 Hours	CSR
Internship		Programming	30 Hours	
Campus Recruitment Program		Data Structure On Java	30 Hours	
		SQL	30 Hours	
		C & Data Structure	50 Hours	

**YADAVALLI** BASAVARAJ Reason: I am the author of unit Location:
Date: 2023-04-12 16:37+05:30

Digitally signed by YADAVALLI BASAVARAJ DN: cn=YADAVALLI BASAVARAJ c=IN o=Personal Reason: I am the author of this document



95136 84738 / 76191 63087



info@campus.qspiders.com



MOU File

## **Automation Anywhere Academic Alliance Agreement**

This Academic Alliance Agreement ("Agreement"), dated as of 20th July, 2022 (the "Effective Date"), is entered into by and between Automation Anywhere, Inc., a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A. (hereafter referred to as "AAI"), and Ballari Institute of Technology & Management, Ballari, Karnataka, India, a Private Institute located at "Jinana Gangothri" Campus, #873/2, Ballari – Hospet Road, Near Allipura, Ballari – 583 104, (hereafter referred to as "University"). University and AAI are hereafter collectively referred to as the "parties".

WHEREAS, AAI is offering the "Automation Anywhere Academic Alliance Program" (the "Program"), in which enrolled students of certain universities ("Students") may attend a university course (the "Course"), taught by a faculty member directly trained and certified by AAI as an AAI trainer ("Faculty Trainer") in a classroom enabled with AAI software as an AAI Center of Excellence.

WHEREAS, University is not seeking to prepare Students for certification by AAI on Robotic Process Automation. Should University elect to include certification as part of its Course offering(s) in the future, the parties shall amend this Agreement in writing to incorporate terms governing certification;

WHEREAS, University desires to participate in the Program.

THEREFORE, for good and valuable consideration as set forth below, the parties agree as follows:

#### Definitions.

"Center of Excellence" or "CoE" means the setup of the Software on University equipment by AAI and provision of Documentation to enable the Faculty Trainer to instruct the Students in the Course.

"Documentation" means (a) the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and (b) the training materials that the Faculty Trainer will use in instructing Students as part of the Course, as such Documentation may be updated by AAI from time to time.

"Software" means AAI's proprietary software in machine-readable, object code form only, the Documentation, and all modifications made thereto by AAI, and any updates or upgrades that AAI provides to University, in order for University to provide the Course under this Agreement.

"Use" means the installation, accessing, displaying, and operation of the AAI Software to automate business processes and tasks.

2. Roles and Responsibilities. The parties agree to each undertake and fully perform during the Term the following obligations for the success of the Program, and, except as explicitly stated in Section 2.2, such obligations will be undertaken at the respective party's sole cost and expense:



#### 2.1 AAI Responsibilities

Provide courses for University's faculty (at either University's premises or remotely);

Provide e-learning access to those Students enrolled in the Course;

Provide the Software under the license terms set forth in Section 3 of this Agreement;

Work with the University to install the Software and provide Documentation;

#### 2.2 University Responsibilities.

 Avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or to the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI products or services that are inconsistent with the materials distributed by AAI in connection with the Program.

-Subject to University's request for AAI on-site assistance and subject to University's prior written consent, reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, incurred by AAI representatives who assist on-site at University with setting up the CoE, on-site training of Faculty, and the like.

-Reporting: provide designated AAI contact with number of Students enrolled in each Course (Student names not required) and research uses.

Participate in Academic Alliance Faculty Training Program as per the training availability (one time).

#### 3. Intellectual Property.

- Limited Software License. Subject to the terms and conditions of this Agreement, AAI grants University a limited, non-exclusive, non-transferable, non-production license to Use the Software during the Term only for University's Use for the express purpose of providing the Course to Students in connection with Program. For clarity, University may not Use the Software for its own internal use.
- Restrictions. The Software is licensed, not sold. Title to the Software and all associated 3.2 intellectual property rights are retained by AAI and/or its suppliers. All rights in the Software not expressly granted hereunder are reserved. University shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. University shall not remove any copyright or other proprietary notices contained in the Software. University shall not cause or permit: (a) competitive analysis, heachmarking, or the lise, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party.
- Warranty Disclaimer. AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, 3.3 EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## Publicity; Trademarks.

- 3.4.1. At AAI's discretion, the parties may issue a joint press release in form and substance reasonably acceptable to each party as promptly as practicable following the Effective Date. Further, AAI may include University's name on list of schools participating in the Program in AAI promotional materials including but not limited to AAI's website.
- 3.4.2. This Agreement does not grant either party the right to use the other party's trademarks except as set out under this Section 3.4.2. Subject to the parties' respective trademark policies and style guidelines as either posted on the parties' respective websites or available upon the other party's request (which policies and guidelines may be amended from time to time in each respective trademark owner's sole discretion), and the terms and conditions of this Agreement, each party hereby grants to the other a non-exclusive, non-transferable, non-sublicensable, and world-widelicense to use its respective trademarks, wherein AAI grants the foregoing mentioned rights to its marks as identified in Annex B (the "AAI Marks") and wherein University grants the foregoing mentioned rights to its marks as identified in Annex C (the "University Marks"), during the Term solely in connection with the promotion and advertising of the Courses and Program as more fully set forth in Sections 2.1 and 2.2 under this Agreement.
- 3.4.3. Each party shall have the right to inspect and approve prior to the other party's use any and all proposed usage of its Marks. Each party will not alter the the other party's Marks in any way, nor will it incorporate, combine, or use the other party's Marks in any manner as part of, or in close proximity to, another company's name, product or service name, logo, slogan, or trademarks without obtaining the prior written approval of the other party.
- 3.4.4. Each party acknowledges and admits the validity and other party's ownership of all right, title and interest in and to the other party's Marks and all goodwill associated with the other party's Marks, and each party agrees that all use by it of the other party's Marks will inure to the other party's benefit.

#### 4. Confidentiality

4.1 Confidential Information. "Confidential Information" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party and any Feedback regarding the Course, and with respect to any party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.



- 4.2 Non-Disclosure and Restrictions on Use. As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.
- 4.3 Confidentiality Exceptions. The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

#### Indemnity.

- 5.1 Indemnification Obligation. Each party (the "Indemnifying Party") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "Indemnified Party"), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights; (c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law (each, a "Claim").
- Indemnification Procedures. The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party giving the Indemnifying Party prompt written notice of any Claim; (b) the Indemnifying Party having full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party providing assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complying with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them by a court of competent jurisdiction in any Claim under this Section 5; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.



- 5.3 Indemnification Limitations for Third Party Infringement Claims. An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party's technology, products, or services with technology, products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party's technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party's technology, products or services made without Indemnifying Party's express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party's specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.
- 5.4 THIS SECTION 5 STATES AN INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNIFYING PARTY'S ENTIRE LIABILITY FOR ALL THIRD-PARTY CLAIMS.

#### 6. Limitation of Liability

- 6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE. SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF FIFTY THOUSAND DOLLARS (USD \$50,000).
- 6.2 Limitation of Liability Exclusions. The limitations of liability set forth in Section 6.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in Section 4 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

#### 7. Term and Termination.

- 7.1 Agreement Term. This Agreement is effective as of the Effective Date for three (3) year period thereafter ("Term"). For clarity, the license granted to University in Section 3 will terminate immediately upon termination or expiration of the Term. Prior to the expiration of the Term, the parties may amend this Agreement to extend its term.
- 7.2 Termination. Notwithstanding the foregoing, this Agreement may be terminated (a) by AAI for any reason upon sixty (60) days' notice to University, and (b) either party immediately upon written notice if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.
- 7.3 Effect of Termination. Upon the effective date of termination of this Agreement: (a) University's license to the Software ceases, and University shall immediately remove all copies of the Software from all systems owned or controlled by University. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement.



#### 8. General.

- 8.1 Export. University agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.
- 8.2 Business Practices: University will: (a) conduct its business (including, without limitation, performance of its obligations under this Agreement) in a manner that reflects favorably on the goodwill and reputation of AAI; and (b) avoid deceptive, misleading or unethical practices detrimental to AAI, it Software and services offerings, or the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI courses or training certifications, AAI products or services, that are inconsistent with the literature and documentation distributed by AAI.
- 8.3 Anti-Corruption. The parties each represent and warrant that neither it, nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have taken any action, directly or indirectly, that would constitute a violation, or implicate AAI in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and where applicable, any anti-bribery/corruption legislation ("Anti-Bribery Act") enacted by countries in which it is incorporated as an entity, including, but not limited to, the country or countries in which it is to perform under this Agreement (collectively, "Anti-corruption Laws"). University, and, to its knowledge, its affiliates have conducted their businesses in compliance with such Anti-corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
- 8.4 Open-Source Soltware. The AAI Software contains open source software ("OSS") that is subject to separate licenses. University agrees to comply with the applicable license terms for any such OSS. Neither the OSS nor its applicable license terms shall restrict University's use and enjoyment of the Software, or limit University's rights, benefits or remedies under this CAA. Any such OSS, and the notices, license terms and disclaimers applicable to such OSS shall be identified to University by email, website identification or a notice visible within the Software.
- 8.5 Governing Law and Jurisdiction. This Agreement and all matters relating to this Agreement shall be governed by, and construed in accordance with the following laws:
  - 8.5.1. If University is located outside of the United States, then any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LSIA Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.
  - 8.5.2. If University is located within the United States, then the governing law of this Agreement shall be the substantive law of California. Jurisdiction shall be of the State of California (without giving effect to the choice of law principles thereof). Any action based on



or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in Santa Clara County.

The parties hereby expressly and irrevocably submit to the jurisdiction of the above-referenced courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

- 8.6 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 8.7 Force Majeure. A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.
- 8.8 Parties' Relationship. The parties agree that this Agreement is non-exclusive, and no party will be prevented from entering into similar arrangements with other third parties. The parties are independent contractors of each other in the performance of the obligations of this Agreement. Notwithstanding the identification of "Partner" in this Agreement, neither party will be considered the legal partner of the other party in any respect, and nothing in this Agreement or in the performance hereof will create or imply any joint venture, franchisee-franchisor relationship, or principal-agent relationship between the parties. No party will have any right, power or authority to create any obligation, express or implied, on behalf of the other party.
- 8.9 Binding Nature: Assignment. This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that University shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the prior written consent of AAI; any other attempted assignment shall be void.
- 8.10 Notices. Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery. (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party. "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.



- 8.11 Headings. Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.
- 8.12 Survival; Interpretation; Severability. All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement, including without limitation those relating to limitation of liability, and infringement indemnity. Each provision of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise, notwithstanding the failure of the essential purpose of any remedy. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.
- 8.13 Entire Agreement; Modification and Wavier. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no other terms or conditions set forth in any other document provided by University shall be part of any this Agreement unless specifically accepted by AAI in writing. No modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

<b>AUTOMATION</b>	ANYWHERE,	INC.
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HILL THE PER LINE 28, 1922 N. 541,00

Name: Bob Baker

By:

Title: Vice President, Corporate Operations

Date: 20-Jul-2022

UNIVERSITY: Ballari Institute of Technology & Management, Ballari.

Ву: \_\_\_\_\_

Name: Y. J. Prithvi Raj Bhupal

Title: Deputy Director

Date: 20-Jul-2022

Email: prithviraj@bitm.edu.in



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#### ANNEX B

### AAI Marks

University may use the below identified mark(s) of AAI:

 Composite "A-Logo + Automation Anywhere + Go be great" mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561; 5,553,222.



 Composite "A-Logo + Automation Anywhere + Bot Lab" mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561.





### ANNEX C

### **University Marks**

AAI may use the below identified mark(s) of the University.

1. [insert marks]



(Former) Britis Technology (1994) A Marie Britis (Frida) (Frida) (1994)

Denis SCOTTON OF THE

# Memorandum of Understanding

This Memorandum of Understanding is being signed between Harita Techserv Private Ltd, Arihant E Square, 9th Floor, Lattice Bridge Road, Adyar, Chennai 600 020 and Ballari Institute of Technology and Management, Bellary on 30th May 2020.

This MOU is valid for a period of 5 years from the date of signing subject to Annual Audit from Harita

Under this MOU the following activities will be carried out

- Harita Techserv Pvt Ltd will visit the college campus and shortlist prospective students in Mechanical/Automobile Engineering based on their interest in attending the Engineering Design Course conceptualized and designed by Harita Techserv Pvt Ltd.
- The college has already had various CAD/ CAE Software as given below which were supplied by Harita Techserv Pvt Ltd few years back. The software are listed below.
  - a. CATIA V5/CATIA V6/3DXPERIENCE
  - b. Siemens NX
- After shortlisting the students Harita will conduct an Aptitude, Attitude and a Technical Test to evaluate the students.
- Based on the evaluation students will be asked to enroll themselves for the course. The course fee, the duration of the course will be communicated after the evaluation is completed.
- The payment towards the training can be paid directly by students to Harita or collected by the college and paid to Harita Techsery Pvt Ltd.
- The students will then be trained by Harita Techserv Pvt Ltd as per the course content and practical hands-on tests/mini projects.
- There will be a final evaluation of the students after they complete the course successfully.
- The trained students who are selected will be offered as Trainee Design Engineers on the rolls of Harita Techserv Private Ltd.



# Harita Techtery Private Limited

Proceedings for the party of th

- The ideal batch size that would optimize the training will be 20 to 25 students and we shall recruit at least 15 Students from the trained batch.
- 10. The starting salary will be in the range of 2.5 Lacs Rupees to 3 Lacs Rupees based on the evaluation and location that they will be deployed.
- 11. The students who are taken on the rolls of Harita Techserv Pvt Ltd will be required to execute a bond for a period of 1 year.
- 12. The college should provide the necessary infrastructure such as class room, lab facility, and staying accommodation for the trainer deputed by Harita Techsery Pvt Ltd

This MOU can be terminated by both sides with a notice of 60 days from either side In case of any dispute the arbitration would be at the courts in Chennai

For Harita Techsery Private Limited

R. Shankarnarayanan

Chief Operating Officer

Authorized Signatory

For Ballari Institute of Technology

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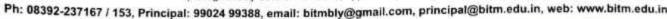
Authorized Signatory

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# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

Autonomous Institute under Visvesvaraya Technological University, Belagavi

(Recognized by Govt. of Karnataka, Approved by AICTE, New Delhi)



"Jnana Gangothri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

### MEMORANDUM OF UNDERSTANDING (MoU)

#### BETWEEN

### BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT

### AND

### MINERA STEEL & POWER PRIVATE LIMITED

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this day 28.12.2022 between BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BELLARY, the First Party herein after called as BITM represented by Mr. Y J Prithviraj designated as Deputy Director and MINERA STEEL & POWER PRIVATE LIMITED, Sy No 9,131, Sultanpur Road, Yerabanahally Village 583 152, Sandur Taluq, Bellary District Karnataka, Indiathe Second Party herein after called as MINERA represented by Mr. G Vasudev Rao, General Manager - HR.

### WHEREAS:

A. First Party is an Engineering & Management Educational Institution named: BALLARI INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BALLARI.

### SILVER JUBILEE YEAR

- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C. The Parties intent to cooperate and focus their efforts to provide employment opportunities to Fresh Engineering Graduates from BITM.
- D. MINERA STEEL & POWER PRIVATE LIMITED, the Second Party is engaged in manufacture of Pellets, Billets, Sponge Iron and also has Captive Power Plant.

(in)



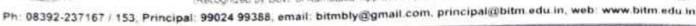
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# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

Autonomous Institute under Visvesvaraya Technological University, Belagavi

(Recognized by Govt. of Kamataka Approved by A/CTE. New Delfin)



"Jnana Gangothri" Campus. # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 583 104. Karnataka State, INDIA.

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

### CLAUSE 1: CO-OPERATION

BITM

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

### CLAUSE 2: SCOPE OF THE MOU

- 2.1 Industrial Training & Visits: Industry and institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit MINERA and also involve in industrial Training Programs for the First party with prior intimation and approval of MINERA in writing.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements subject to feasibility and availability of suitable faculty.
- 2.3 Placement of trained students: Second party will conduct a campus interview drive based on the requirement of the organisation to identify talent and recruit them as Graduate Engineer Trainee for a period of 01 year and subsequently the Trainees shall be absorbed in suitable rolls based on the recommendations of their reporting managers and HODs subject to availability of open positions. If the performance of the trainee during the year is found unsatisfactory, the training may be terminated or extended for a further duration as deemed fit by the management.
- 2.4 There is no financial commitment on the part of BITM nor MINERA in MoU.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.





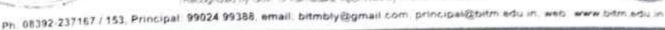


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# BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT

Autonomous Institute under Visvesvaraya Technological University, Belagavi

Recognized by Groit of Karnataka, Approved by AICTE, New Delty.



"Jnana Gangothri" Campus, # 873/2, Ballari - Hosapete Road, Near Allipur, Ballari - 563 164. Kamataka State, MDIA

### CLAUSE 3: VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms

# CIAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

FIRST PARTY

(Signature of the Deputy Director)

Ballari Institute of Technology and Management, YEAR

Ballari Dy. Director,

Ballari Institute of Technology & Management

BELLARY.

SECOND PARTY

(Signature of GM- HR)

Minera Steel & Power Private Limited

Sultanpur Road, Yerabanahally Village 583 152

(4)



# MEMORANDUM OF UNDERSTANDING

### BETWEEN



# Ballari Institute of Technology & Management

"Jnana Gaugotri" Campus, Ballari-Hosapete Road, Near Allipura, Ballari, Karnataka- 583104, India

### AND



# Pentagonspace India Private Limited

Plot No.765, 8th Cross Road, M.R.C.R Extension, Govindaraja Nagar, Bangalore-560040, Karnataka, India

September 2022



Plot No.765, 8th Cross Road, M.R.C.R Extension, Govindaraja Nagor, Vijayanagar, Bangalore - 560040, (300 mts from Hosaballi Metra Station)

+91 99010 65669 080 41632964 info@penlagorspace in www.penlagorspace in

CIN NO. 074999KA2020ELL LL.



This Memorandum of Understanding (herein after referred to as MoU) is made on the "Pentagonspace" with Registered and Head office at Plot No.765, 8th Cross Road, M.R.C.R Extension, Govindaraja Nagar, Bangalore-560040, Karnataka, India, on the other part as partners for promoting the industry academic interaction activities and to help achieve academic excellence of "Ballari Institute of Technology & Management" Jnana Gangotri" Campus, Ballari-Hosapete Road, Near Allipura, Ballari, Karnataka-583104, India dated: 02nd September 2022.

WHEREAS both "Pentagonspace" and "Ballari Institute of Technology & Management", (herein after called 'parties') desires to carry out programmes for promoting industry academic interaction, herein referred to as "Industry-Academy Integration" jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.

WHEREAS "Pentagonspace" and "Ballari Institute of Technology & Management" agree to enter into industry academic interaction programmes and both the parties agree to enter into a MoU with the terms as follows.

#### PREFACE

"Pentagonspace" has been in interaction with the "Ballari Institute of Technology & Management" for the first time to initiate in contact with the principal of BITM, Ballari. This Memorandum of Understanding is proposed in order to promote students to make into industry perspective in terms of innovation capabilities with the futuristic aspects arising out of automation, Data science and decision science, Al & ML, Big data, Internet revolution (5G), FRONTEND, BACKEND technologies.





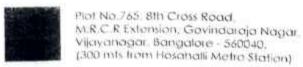
### 1. AREAS OF COLLABORATION

- a. The Parties have entered into this MOU to co-operate and collaborate between themselves to promote more effective use of each of their resources and provide each of them with enhanced opportunities. Each Party shall comply with applicable laws and internal guidelines/instructions, while performing under this MOU. The Parties agree to collaborate efforts in the areas of engineering and technology to provide internship to students.
- b. This MOU sets out the standard terms of co-operation and collaboration between the Parties. If necessary, the Parties may enter into definitive agreements, deeds or documents as may be required from time to time to give effect to the intention of the Parties contemplated herein. Notwithstanding anything contained herein, the Parties shall mutually set out the syllabus, scope and area of work, duration, etc., before commencing any collaboration activities.
- c. The relationship between the Parties is that of principal- principal relationship. This MOU does not create any principal-agent, master-servant, partnership or joint venture relationship between the Department and the Company. Each Party being a separate legal entity shall obtain all approvals, consents, permissions and licenses required under applicable laws, if any, before undertaking any co-operation or collaboration activities contemplated under this MOU.
- d. The Parties may set out guidelines or instructions to the students, who are beneficiaries under this MOU. The Parties agree that the concerned student/s will be personally liable for their acts or omission committed by them within the premises of the Company or in relation to the men and materials of the Company.

### 2. OBJECTIVES

The major objectives for which the parties associate with each other are:

- To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.





- c. To enable the use of laboratories, resources and test facilities at "Ballari Institute of Technology & Management" on a preferential basis by "Pentagonspace" and vice versa.
- d. To provide opportunity for students from Undergraduate, Post Graduate of Ballari Institute of Technology & Management to undertake "Placement Assistances" "Internship Opportunities" from "Pentagonspace" for mutual benefit.
- e. To provide experts from "Pentagonspace" for academic and programmes of "Ballari Institute of Technology & Management".

### 3. THE JOINT PROGRAMME

This MoU is to formalize joint programme activities that will help "Ballari Institute of Technology & Management" to enhance its research and educational capabilities, and from "Pentagonspace" in achieving its business objectives. The following activities are indicative of the types contemplated through this joint program:

### a. Internship Opportunities

Given to Students from "Ballari Institute of Technology & Management" will participate in product development activities through internship identified by "Pentagonspace" or through joint collaboration "Pentagonspace" and "Ballari Institute of Technology & Management". The types of internships provided by pentagonspace are front end design and development, back-end technologies, data science, software automation tools and so on. Placement Assistance.

#### b. Placement Assistance

"Pentagonspace" with its industrial expertise can design a finishing school concept to studying students at "Ballari Institute of Technology & Management" on niche subjects, which can yield the job opportunities.

### 4. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the programme, "Pentagonspace" and Ballari Institute of Technology & Management also agree that:





- a. The interaction between Pentagonspace and "Ballari Institute of Technology & Management" will be implemented by creating a Coordination Cell both at Pentagonspace and "Ballari Institute of Technology & Management".
- b. Each such cell will be headed by an employee by the respective Head of Institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. Pentagonspace and "Ballari Institute of Technology & Management" will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in six months and review the progress.
- d. If the activities could result in the form of publication/patent then the Intellectual Property Rights (IPR) will be with both the parties with due percentage share agreed upon.
- e. Not with standing this MoU, Pentagonspace and "Ballari Institute of Technology & Management" will sign separate agreement for specific projects.

### 5. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Pentagonspace and "Ballari Institute of Technology & Management" also agree that they will abide by the nondisclosure of any confidential information exchanged during the Programme to any party not involved in the programme.

#### 6. FINANCE

Regarding the financial arrangements during the implementation, Pentagonspace and "Ballari Institute of Technology & Management" further agree to:

- Both the partners will utilize existing infrastructure for setup of lab for functioning of internship lab & industry academic interaction arrangement.
- All expenses in connection with implementation and monitoring activities mentioned in this MOU such as TA/DA, boarding/lodging and conveyance of members will be borne by the respective parties.
- Payment and Mode of Payment:





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Institute of Technology & Management and a Footagenepace. Ballari
Institute of Technology & Management and a reliable proment and through online
transfer or DD.

### 7. INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

### 8. DURATION

This MoU will be active for a period of three years from the date of this MoU. It will be extended for further period by mutual consent.

### 9. TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

# 10. GOVERNING LAW AND DISPUTE RESOLUTION

The terms of internship with the Company are governed by Indian laws and shall be subject to the exclusive jurisdiction of courts at Bengaluru. Any dispute or difference shall be first discussed between the Parties and resolved. If the dispute or difference is not resolved, the Parties shall refer the same to a sole arbitration appointed by the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be Bengaluru. IN WITNESS WHERE OF, the undersigned, being duly authorized there to, have signed this MOU in two original copies in English at the place and on the date(s) indicated below.



Authorised Signatory Y J Prithviraj Deputy Director, Ballari Institute of Technology and Management, Ballari	Authorised Signatory  Mr. Rayshankar Aradhya,  Founder & CEO,  Pentagonspace India Private Limited,  Bengaluru
Date: 2 5 2022	Date: 2   9   2 0 2 2
Place BALLARI	Place: Ballari
Sharana Sharana	Providen Nocheppa. E.
Witness 2	Witness 4



ಕರ್ನಾಟಕ ನಾವೀನ್ಯತೆ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ ಸೊಸೈಟಿ Karnataka Innovation & Technology Society Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka

Ref: KITS/ADMN/NAIN/2/2022-AA-KITS

Date: 10/08/2022

### **AUTHORIZATION LETTER**

I hereby authorize Mr. Arjun Odeyar, KAS, General Manager (Events & Promotions), KITS to sign on the MoU and Indemnity Bond to be executed with NAIN District Innovation hubs for release of Operational Expenditure and Student Project Funds under NAIN Scheme, on behalf of Managing Director, Karnataka Innovation and Technology Society (KITS).

(C. N. Mecna Nagaraj, IAS)

Managing Director
KITS

To.

- Mr. Arjun Odeyar, KAS, General Manager Events & Promotions, KITS.
- 2. Dr. Sandhya R Anvekar, Program Head Skilling, KITS.
- 3. Office Copy.





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KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

Article 29 Indemnity Bond

INDEMNITY BOND

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KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

PRINCIPAL BITM BALLARI

KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

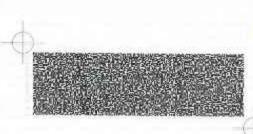
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Authorised Signatory





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### INDEMNITY BOND

This Deed of Indemnity ("Deed") is entered into on this the 1" day of August, 2022 ("Effective Date") at Bengaluru.

#### BY AND BETWEEN

KARNATAKA INNOVATION & TECHNOLOGY SOCIETY (KITS), a society duly registered under the Karnataka Societies Registration Act, 1960, having its registered office at BMTC Building, 4th Floor (TTMC 'B' Block above the Bus Stand), B.T.S Road, off K.H. Road, Before Mandovi Motors, Shanthinagar, Bengaluru - 560 027 and represented by the Managing Director, KBITS (hereinafter referred to as "KITS" which expression shall, unless repugnant to or excluded by the context hereof, be deemed to mean and include its successors in interest and permitted assigns) of the FIRST PART;

Page 1 of 5

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Ballari Institute of Technology & Management (BITM), Ballari,managedby T.E.H.R.D. – Trust® - Ballari, Represented by its authorised signatory Dr. Yadavalli Basavaraj (Hereinafter referred to as "Indemnifier" which expression shall, unless repugnant to or excluded by the context hereof, be deemed to mean and include its successors in interest and permitted assigns) of the OTHER PART.

For the purposes of this Deed, KITS and Indemnifier shall be individually referred to as "Party" and collectively as "Parties".

#### WHEREAS:

- A. Karnataka Startup Policy 2015-2020 proposed the establishment of a 'K-Tech New Age Innovation Network (NAIN)' to be located across chosen colleges present in tier 2 cities ("Proposal").
- B. The Department of Electronics, Information Technology, Biotechnology and Science & Technology, under the Government of Karnataka have provided KITS with the mandate to implement and operationalise the Proposal ("Mandate").
- C. The Government of Karnataka has under its Karnataka Start-up Policy 2015-2020 ("Policy") provided for the expansion of the District Innovation Hubs (DIH) through the provision of grants for supporting operational expenses to K-Tech New Age Innovation Network (NAIN) centre under NAIN, financial support to incubatees in addition to the provision of training and capacity building to faculty and students at K-Tech New Age Innovation Network (NAIN) centre under NAIN.
- D. KITS has, in furtherance of the Mandate and the Policy, implemented the K-Tech New Age Innovation Network Programme (NAIN) ("Programme") by involving the selection of engineering colleges/ Govt, Degree Colleges/ Other Colleges for participation in the Programme.
- E. The Indemnifier is an Engineering College "Ballari Institute of Technology & Management (BITM), Ballari" affiliated to the Visvesvaraya Technological University, Belgaum.
- F. KITS has chosen the Indemnifier for participation in the Programme with Ballari Institute of Technology & Management (BITM), Ballari desirous of participating in the Programme and consequently the Parties have executed a Memorandum of Understanding on K-Tech New Age Innovation Network (NAIN) centre for governing the terms and conditions of the Indemnifier's participation in the Programme ("MoU").
- G. The Parties are desirous of executing this Deed for the purpose of indemnifying KITS and holding it harmless in the manner specified under this Deed.

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Page 2 of 5

Principal,

Ballari Institute of Technology & Management, Ballari

### NOW, THIS DEED WITNESSES AS FOLLOWS

#### Clause 1. DEFINITIONS

- 1.1.1. "Applicable Law" shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or other requirements or official directive of any court of competent authority or of any competent governmental authority or person acting under the authority of any court of competent authority or of any competent governmental authority of the India, whether in effect on the date of this Agreement or thereafter.
- 1.2. "Mandate" shall have the meaning assigned to it under Recital B to this Agreement.
- 1.3. "MoU" shall have the meaning assigned to it under Recital E to this Agreement.
- "Programme" shall have the meaning assigned to it under Recital C to this Agreement.
- 1.5. "Project Team" shall have the meaning assigned to it under the MoU.
- 1.6. "Proposal" shall have the meaning assigned to it under Recital A to this Agreement.

#### Clause 2. REPRESENTATIONS AND WARRANTIES

- 2.1. The Indemnifier represents and warrants that:
- 2.1.1. It has the power and is duly authorised to enter into the MoU and execute the terms listed therein;
- 2.1.2. The MoU does not contravene any existing law or obligation by which it is bound;
- 2.1.3. It is not subject to any agreement, judgment or order that is inconsistent with or dverse to the terms and conditions of the MoU.

#### Clause 3. INDEMNIFICATION

- 3.1. The Indemnifier will indemnify and hold harmless KITS and the Government of Karnataka, their officers, directors, employees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of the MoU or any directive that is issued by KITS or the Government of Karnataka by the Indemnifier.
- 3.2. The Indemnifier shall indemnify and hold harmless KITS and the Government of Karnataka their officers, directors, employees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a violation of the Applicable Law by the Indemnifier over the course of the conduct of its duties and obligations as stated under the MoU.
- 3.3. The Indemnifier agrees to indemnify the KITS and the Government of Karnataka and hold it harmless from any and all actions, damages, charges, litigation, costs, claims, encumbrance, losses and any other consequences claimed or initiated by an employee, staff member or contractor engaged by the Indemnifier.

Page 3 of 5

Principal,

Bailarl Institute of Technology & Management,

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- 3.4. The Indemnifier will indemnify and hold harmless KITS and the Government of Karnataka indemnified in respect of any and all claims relating to non-payment of salary dues/arrears, statutory dues, incentives, bonus and any all manner of claims that may be raised by the employees, staff members or contractor engaged by the Indemnifier.
- 3.5. The Indemnifier hereby agrees to indemnify and hold harmless KITS and the Government of Karnataka, its officers, managerial personnel and employees against any and all or any actions, damages, charges, litigation, costs, claims, encumbrance, losses or other consequences arising out of the failure, neglect, unsatisfactory performance of any duty or obligation stipulated in the MoU.
- 3.6. The Indemnifier shall indemnify and hold harmless KITS and the Government of Karnataka, their officers, managerial personnel and employees in respect of any and all any and all or any actions, claims, charges, litigation or other consequences initiated by any Project Team or any other third party in respect of the implementation of the Programme.

### Clause 4. PAYMENT AND COLLATERAL

- 4.1. The Indemnifier agrees that any monies payable by the Indemnifier to KITS upon the occurrence of the eventualities specified under Clause 3 of this Deed shall be paid within 30(Thirty) days of the occurrence of the concerned eventuality by the Indemnifier to KITS ("Payment Period").
- 4.2. In the event that the Indemnifier fails to make the payment of any monies that are due and payable within the Payment Period, KITS will have the right of first charge/lien on the Equipment and other assets of the Indemnifier maintained under the Programme ("Programme Assets") to the extent of the monies that are payable to KITS by the Indemnifier with KITS entitled to dispose with the Equipment and the Programme Assets without limitation.

#### Clause 5. APPLICABLE LAW AND JURISDICTION

- 5.t. This Deed shall be governed by and construed in accordance with the laws of the Republic of India, and, subject to Clause 5.2 of this Deed, the Parties shall be subject to the exclusive jurisdiction of the courts of Bangalore.
- 5.2. Any dispute that arises between the Parties shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996 in the manner provided for under the Arbitration Centre – Karnataka (Domestic and International) Rules, 2012.

#### Clause 6. SEVERABILITY

6.1. If any part or all of any provision of this Deed is illegal or unenforceable, it may be severed from this Deed and the remaining provisions of this Deed shall continue to remain in force.

Page 4 of 5

Principal,
Ballari Institute of Technology & Management,
Ballari.

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#### Clause 7. AMENDMENT

This Deed may not be unilaterally modified, amended or revoked by the Indemnifier. No amendment or modification of any provision of this Deed shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

IN WITNESS WHEREOF the parties have signed and delivered this MoU on the day, month and year first above mentioned in the presence of the witnesses at Bangalore:

Name: Meena Nagaraj C N, IAS

Designation: Managing Director, KITS

Name: Dr. Yadavalli Basavaraj

Designation: Principal

Principal, Ballari Institute of Technology & Management Ballari.

WITNESSES from KITS:

Signature: Off

Name: Dr. S. R. Anvekac

Address: KITs, Bergelum

WITNESSES from DIH:

Signature: Halli

Name: Mallibarjung A
Address: BIH, Ballan

Page 5 of 5

Principal, Bailarl Institute of Technology & Management,

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KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

Article 37 Note or Memorandum

: MOU

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: KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

: PRINCIPAL BITM BALLARI

: KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY KITS

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(Two Hundred only).

Fo Sri Sushma V V S S N.

Authorised Signator





MEMORANDOM/OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANIDNG is executed on this 01st day of August, 2022 at Bengaluru.

### Between:

M/s. Karnataka Innovation & Technology Society (KITS), is registered under the Karnataka Societies Registration Act 1960, and having its Registered Office at 4th Floor, BMTC Building, Shanthi Nagar, Bengaluru- 560 027 and representing Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka, represented by its Managing Director, Meena Nagaraj C N, IAS (Here in after referred to as the FIRST PARTY (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the One Part;

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# Ballari Institute of Technology & Management (BITM), Ballari And Represented by its Principal Dr. Yadavalli Basayaraj.

(Hereinafter referred to as the SECOND PARTY (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the OTHER PART;

#### WITNESSETH AS FOLLOWS:

WHEREAS the First party is an autonomous organization established under the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in the year of 2000 under the Chairmanship of Principal Secretary to Government of Karnataka, Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka.

The First Party assists the Department of Electronics, Information Technology and Biotechnology of Government of Karnataka in facilitating and promoting the Electronics, Information Technology and Biotech sectors in the State by implementing the various schemes, programmes, action plans, reports etc., for furthering the IT and related sectors in the State. In this connection, the Department has brought out Startup Policy highlighting various steps to be taken for improving the employment generation and entrepreneurship Development as well as exports from the IT and related sectors in State.

In the Startup Policy 2015-2020 & thereafter Entrepreneurship Development and Mentoring was one of the Initiatives for creating new opportunities and jobs. One of the proposals under this Policy is to build K-Tech New Age Innovation Network (NAIN) to be located in selected colleges that are in tier 2 & 3 cities.

WHEREAS the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in order to implement the Budget announcement of Government of Karnataka, has decided to implement the above proposal through the First Party.

The Committee under the Chairmanship of Additional Chief Secretary / Principal Secretary, Department of Electronics, IT, BT and S&T, Government of Karnataka, after taking inputs from various sources has finalized 12 colleges across the State.

WHEREAS the Second Party is one of the Twelve (12) Engineering / Government / Other colleges selected

Page 2 of 8

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Ballari Institute of Technology & Management,

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WHEREAS the first party has agreed to implement the scheme with the Second Party, the Scheme will be called as K-Tech New Age Innovation Network (NAIN) program to be called as K-Tech District Innovation Hub (DIH) for this MOU. Both the Parties are desirous of recording their terms and conditions as under.

This MOU is being entered into for implementing the Programme by the Second Party in its college in the State with the funding support from Department of Electronics, Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party;

The MOU is being extended for 2 years starting from 01" August 2022 till 31" July 2024 for implementing the scheme by the Second Party in their District Innovation Hubs with the funding support from Department of Electronics, Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party.

Now this Memorandum of Understanding witness the as follows:

- For all intents and purpose Year or Annual for this MOU shall mean an academic year as prescribed by the University the second party [College / Institution] is affiliated to.
- A physical Innovation center will be set up in the premises of Second Party to manage this Programme.
- 3) Based on technical strength of party, the second party shall identify up to 3 focus technology domain areas which the incubation center will be operational in. The facilities available at incubation center and associated to the incubatees of the K-Tech Innovation Hub.
- First party shall facilitate association of a mentor industry expert for each K-Tech Innovation Hub
- Each Center will incubate up to a maximum of 15 projects per year. Each project will be executed by a team of entrepreneurs.
- 6) The program should select entrepreneurs by giving first preference to students, research scholars and alumni of the chosen colleges and next preference to those from colleges in the respective districts. It should not include faculty members as entrepreneurs but the faculty members can become mentors if they have the right skills and experience.
- 7) The program will cater to the projects that solve local problems and find solutions to local needs (district and state) rather than global problems and needs.
- Funding assistance will be provided by the first Party only for the management of the programme and the execution of the projects.
- Funding from first party shall be used for establishing an ecosystem fostering entrepreneurship.
- 10) The project does not have provision for first party to fund building physical space and

Page 3 of 8

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Principal,
Ballad Institute of Technology & Management.

- purchasing expensive equipment. These expenses shall be done by the second party.
- 11) Funding from first party is towards operational expenses including salary of incubation center called District Innovation Associate [DIA] - details in operational guidelines.
- 12) Funding from first party is also towards building prototypes and proof of concept of projects /proposals selected by the Central Steering Committee.
- 13) All incubation centers will be networked to exchange experiences and learn from one another.
- 14) The most important resource of the Programme will be local and remote mentors and the Innovation Centers will have tie-ups with local industry leaders and to those who are outside (In Bengaluru/abroad) who may be hailing from the districts as mentors.
- 15) A Steering Committee comprising of representatives from Electronics/IT/BT Department, Academia and Industry will be constituted by the Dept. and the Committee will offer governance / Management of this Programme.
- 16) The Second Party will also nominate a College Coordinator (CC). The CC along with DIA. will be operationally responsible for the Programme.
- 17) The second Party at its own cost will be providing the necessary infrastructure and other facilities such as basic computing facilities, internet connectivity etc to the incubation
- 18) That the Second Party shall ensure that all the infrastructure /equipment are provided as its contribution to the Programme and shall not be transferred in favor of any other third parties and it shall be continued to be in the name of the Second Party till the end of this agreementor termination of the MOU whichever is earlier.
- 19) That the Second Party shall submit the list of equipment provided for the purpose of thisprogramme to the First Party;
- 20) Each college / university shall have a full time District Innovation Associate[DIA] whoshall be responsible for Coordinating incubation center level activities such as
  - a. Drive project plan submission, evaluation and selection

Ayun S. Odeyal

- b. Get approval for the project budget from CC (up to Rs.3.00 Lakhs per project) and monitorspend/usage on a timely basis.
- c. Recruiting mentors from academia, industry towards project execution in their college / University
- d. Reporting to the CC on progress on periodic basis on various parameters
- Maintaining relationship with the projects team/entrepreneurs in the ecosystem.
- 21) A Project plan / Ideas Competition shall be held across the district and winners will be selected for incubation. The DIA will be responsible for this process.
- 22) Each of the selected entrepreneur / Project team will be given funds based on the Business plan/ Project Plan presented by them and will be allocated one or more of mentors from the
- 23) Each project will be given funds up-to Rs. 3 lakh approved by the Steering Committee. The Rs. 3.00 Lakhs of project budget shall be used for project related expenses as outlined in the

Page 4 of 8

Ballari Institute of Technology & Management, Ballan,

- project plan document. The project will leverage existing College / University infrastructure including working space, furniture, utilities and power, internet etc.
- 24) Each selected college shall have Monitoring Committee comprising of Members from colleges, Mentors, Successful Entrepreneur, who will select Business plan / Project Plan / ideas and recommend funding for the same.
- 25) The DIA will work with monitoring committee to monitor & report progress of projects tothe Steering Committee.
- 26) That the Government of Karnataka through the First Party will pay the Second Party a sum Rs.10, 00, 000/- per year / per batch towards management and operational expenses to the second party. This will be called OPEX. Further the amounts for the next year/ batch will be released as decided by Steering Committee on the submission of Utilization Certificate (UC) for all the amounts released to the Second Party and on verification and satisfaction.
- 27) A Standard Operating Guideline (SOP's) for the Startup policy will be developed on the role of project team, mentors, Incubation Center in a fair manner. The process of selection and induction of projects will also be prescribed and the same is binding on the second party. Guidelines for all the expenses (Opex and projects fund) will also be provided.
- 28) A Mechanism to measure performance of incubation centers with right metrics shall be devised.
- 29) All the students / project team members shall be introduced to the process of innovation and entrepreneurship through formal classes.
- 30) Innovation and entrepreneur classes to be run for one semester. It should be an elective subject, for students of all streams, with credits being given to students.
- 31) The College / Institute shall ensure that Compensation and recognition of DIA / managing staff should be fair.
- 32) This MOU shall commence on the date of signing of these documents and be in force until 31<sup>st</sup> July 2024 subject to the terms and conditions of this understanding.
- 33) This the First party/Department on its own can arrange for external evaluation of the programme in measurable areas, to assess the ongoing programme, keeping Second party informed of the nature, and schedule of the assessments.
- 34) That within 30 days from the date of this MOU, the 2<sup>nd</sup> party has agreed that it shall commence the programme implementing the terms and conditions of this Agreement.
- 35) That the second party shall monitor the progress of the all projects and report the same to the first party, and submit quarterly reports as on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December of each year.
- 36) That the Second party shall make reasonable efforts to ensure that it provides the state of art resources, faculty, technology and all other relevant parameters to implement the programme successfully.
- 37) That the Second party shall ensure that CC/faculty and other personnel including the Trainees are selected in accordance with law without there being any favoritism and strictly on merit of each of them without any discrimination and shall submit the list of the staff

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Principal, Ballari Institute of Technology & Management

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- involved in the programme and the faculty to the First Party.
- 38) That the release of funds for the Second and Third year would be subject to the satisfaction of the First Party that the Second Party has utilized the first installment judiciously and in consonance with the terms and conditions of the policy/Government orders etc. and in terms of this MOU to the satisfaction of the First Party and further the Second Party furnishing the utilization certificate of earlier installment paid.
- 39) That it is made clear that any initialized but yet unutilized amount owing to non-functioning/closure of Programme/project etc will be refunded by the Second Party to the First Party within a period of three months.
- 40) That the Second Party shall execute an Indemnity Bond on a stamp paper of Rs. 200/- for the financial assistance received from the Government and in the event of the Second Party violating any of the terms and conditions of either this MOU or by directions issued by the State Government or by the First Party, the First Party shall have a right to immediately without giving any notice to the Second Party shall invoke the indemnity bond in case the assets are not available however subject to the condition that the First Party should deduct such amounts as in expended by the Second Party towards the implementation of the Programme/project.
- 41) That the Second Party shall submit audited annual accounts at the end of each financial year, of the entire financial assistance the Government of Karnataka has granted towards implementation of the Programme disclosing the manner in which the same is utilized.
- 42) That the Second Party shall maintain all the documents that are required to be maintained and should cooperate with the officials of the First Party as and when they visit to supervise the proper implementation of the policy as envisaged by the State Government.
- 43) That the Second Party shall adhere to all the relevant existing laws in the matter of employment and provide all the benefits and facilities for the employees as per the existing laws in force. The Second party hereby indemnifies the First Party against any claims that may arise from the employees or staff members engaged in the programme under the policy by the Second Party, by way of salary dues/arrears, statutory dues, incentives, bonus etc.
- 44) That the Second Party shall not misuse the financial assistance released by the First Party/State Government in any manner whatsoever and strictly utilize the same for implementation of the policy as envisaged by the Government.
- 45) That the Second Party hereby agrees to indemnify and keep the First Party and everyone claiming under them indemnified and harmless at all times against all or any actions, damages, charges, litigations, costs, claims, encumbrance, losses or other consequences arising out of any contractual obligations entered by the second party.
- 46) The First Party is no way responsible for any of the grievance concerned to the Second Party, its employees, students or anyone attached to it and the entire responsibility is solely on the Second Party and the Second Party shall keep the First Party indemnified in all respects against any claims made by any persons or persons concerned to the implementation of this Programme in any manner whatsoever.

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- 47) That the Second Party shall in no way claim or represent it is undertaking of either the Government of Karnataka or the first party in any of the promotional materials or in any of its business transactions and in the event the Second Party does so, the same would be treated as breach of condition of this agreement and also would be treated as misrepresentation to the public or any financial institution or any company.
- 48) That in the event of the Second Party being unable to perform any of the terms and conditions of this agreement or any of the guidelines or terms and conditions of the Government or the Second Party being unable to implement the Programme, the First Party will initiate legal process to recover the financial assistance given.
- 49) That the details of payments made by Government of Karnataka through the First party to Second Party and the manner in which the same would be expended towards the implementation including the time line for implementation of the Programme will be issued separately and the same will be binding on the Second Party.
- 50) That in the event of the implementation of the Programme is not as per mutually agreed term or in accordance with the policy, the First Party will issue a notice to the Second Party providing a period of 30 days to explain and correct the situation and to meet the defined and mutually agreed terms of the Programme and in the event if the same is not satisfactory or the Second Party fails to do so, then the First Party reserves its right to terminate the financial support being extended to the Second Party for the Programme without any notice and initiate legal action to recover the funds released.
- 51) That, it is agreed by both the parties that in the event of the Second Party failing to implement the said directives or any of the conditions made in the Policy, that First party shall terminate this MOU with three months notice to the Second Party and also cancel the financial assistance extended to the Second Party thereafter and also forfeit the entire infrastructure.
- 52) Neither party shall be liable for any failure or delay in performance of any obligation under this MOU to the extent such failure nor is delay due to force majeure event. The party having any such cause shall promptly notify the other party, in writing, of the nature of such cause and the expected delay.
- 53) In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this Agreement, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, such dispute or differences or questions shall be referred to arbitration or conciliation in accordance with provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Bengaluru. The Arbitration proceedings shall be conducted in the English language. The Arbitration Award shall be final and binding on the parties.
- 54) This MOU shall be governed by and construed in accordance with the laws of India and the Courts at Bengaluru, Karnataka shall have exclusive jurisdiction.
- 55) This MOU constitutes the entire Agreement between the parties on this subject and

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Page 7 of 8

Ballari Institute of Technology & Management, Ballari.

- supersedes all prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by both the parties.
- 56) That First Party shall not be liable in damages, costs, expenses, or any other similar or other liability arising out of or relating to any aspects of this Programme implementation. Second Party understands and agrees that the obligations of First Party are limited to providing financial support in a timely manner as defined in this Agreement and support promotion of the Programme.
- 57) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this in this Agreement all of which as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of such or any other right, power, privilege or remedy provided in this agreement all of which are several and cumulative and are not exclusive of each other or any of other rights or remedies otherwise available to a party at law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Memorandum of Understanding on the day, month and year first above written in the presence of the following witnesses:

Name! Meena Nagaraj C N, IAS

Hallarl Institute of Technology & Management Name: Dr. Yadavalli Basavaraj

Designation: Managing Director, KITS

Designation: Principal

WITNESSES from KITS:

Signature:

Name: Dr. S. R. Anietoz

Address: KITS, Bengalun

WITNESSES from DIH:

Signature: World

Name: Mallikazima . A Address: BI +18, Eallan

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Principal, Ballari Institute of Technology & Management

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### ಐಆ್ವಾರಿ ಇನ್ಫ್ಲ್ಯೂಟ್ ಆಫ್ ಚಿಕ್ಕಾಲಜ & ಮ್ಯಾನೇಜ್ಮರುಂಟ್, ಐಆ್ವಾರಿ.

### BALLARI INSTITUTE OF TECHNOLOGY & MANAGEMENT



Autonomous Institute under Visvesvaraya Technological University, Belagavi.
(Recognised by Government of Karnataka & AICTE, New Delhi)

Ph: 08392-237167/153, Principal: 99024-99388, e-mail: bitmbly@gmail.com, principal@bitm.edu.in, web: www.bitm.edu.in

"Inana Gangotri" Campus, #873/2, Ballari-Hosapete Road, Near Allipur, Ballari-583104. Karnataka State, India.

### Agreement of Co-operation

### Between

DLithe Consultancy Services Pvt. Ltd, Bengaluru and Ballari Institute of Technology & Management, Bellary

This agreement of cooperation is entered into 16th September, 2022 by and between

DLithe Consultancy Services Pvt. Ltd

A company having its registered office at No. 51, 1st Main, 6th Block, 3rd Phase, 3rd Stage,

Bangalore - 560085

And

Ballari Institute of Technology & Management, Bellary

### 1. Recitals:

- DLithe Consultancy Services Pvt. Ltd (DLithe)
- Ballari Institute of Technology & Management (BITM)

The parties have executed an agreement of cooperation in 16th September, 2022.

- This agreement shall come onto force with immediate effect for the purpose of exploring the areas
  of cooperation benefitting both DLithe and BITM.
- ii. The agreement shall terminate by common consent, upon which the areas of cooperation, as set out under the said agreement, shall forthwith cease and all other duties, obligations or rights of the parties under the said agreement shall terminate without prejudice. To the rights accrued and obligations incurred by the parties till the date of termination, which shall remain unaffected.

### 2. Area of cooperation under the agreement:

- DLithe shall depute its employees to conduct special lectures in the emerging areas of IT to BITM.
- 2. BITM shall depute its faculties to DLithe to get on field training in Software Development.
- Faculties of BITM and DLithe employees shall jointly publish research papers in National and International Journals and Conferences.
- 4. Students and faculties of BITM shall undertake Industrial Visits to DLithe.
- DLithe shall help in designing the curriculum as per industry needs.
- BITM and DLithe shall jointly organize / conduct student and faculty workshops / seminars / FDPs and Hackathons.









### ಬಳ್ಳಾರಿ ಇನ್ನ್ಯಾಟ್ ಆಫ್ ಚೆಕ್ಕಾಲಜ & ಮ್ಯಾನೇಜ್ ಮೆಂಡ್, ಐಕ್ಕಾರಿ.

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- 7. DLithe shall help the students of BITM to undertake project Works, Internships etc.
  - Internship, where the students can work with guidance without affecting the company's business, is offered to students after they pass the rounds of technical interview.
  - Internship, where students need to undergo a fixed duration of training period, will be charged
    to the students and they need to complete the training at the office in Bangalore, before
    working on the respective project.
- 8. BITM shall provide Consultancy Services to DLithe through its faculty in their areas of expertise.
- DLithe shall extend their services to BITM as and when required.
- DLithe shall assist BITM in setting up Industry Based Labs, Centre of Excellence etc. in their areas
  of expertise.
- 11. BITM shall provide all the necessary facilities such as Computer Lab, Internet, Class Room and Seminar Room etc. to carry out the above assignments.
- 12. Provide platform to students to showcase the project outcome
- Enable Entrepreneurship skills, Design Thinking, Research

### 3. Intellectual Property Rights:

- Ideas/Product generated through BHM-BRICS, IP rights will belong to BITM-BRICS
- 2. Ideas/Product generated through DLithe, IP rights will belong to DLithe
- 4. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement either directly or indirectly in any form whatsoever.
- 5. Neither this agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
- Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without the other party's prior written consent as to such release or announcement.
- This agreement may not be amended without the prior written consent of both the parties. This
  agreement shall be effective for three years from September, 2022
- 8. This agreement can be renewed based on mutual convenience.







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"Inana Gangotri" Campus, #873/2, Ballari-Hosapete Road, Near Allipur, Ballari-583104. Karnataka State, India.

- Termination: Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of two months to the other.
- 10. Notices: All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To: DLithe Consultancy Services Pvt. Ltd No. 51, 1<sup>st</sup> Main, 6<sup>th</sup> Block, 3<sup>rd</sup> Phase, 3<sup>rd</sup> Stage, Banashankari, Bangalore - 560085

To

Mr. Prithviraj Bhupal Y J,
Deputy Director,
Ballari Institute of Technology & Management

- 11. All notices, requests, demand and other communications given or made in accordance with the provisions of this agreement shall be in writing by letter, emails.
- 12. Indemnity: Each of the parties shall defend indemnity and hold the other party harmless from and against any claim, liability, loss costs or expenses arising out of or resulting from the material breach of the provision therein.

IN WITNESS WHEREOF THE parties have set their hands here to on the day and the year first herein above written under their respective seal of office.

Any legal disputes that arises will come under Bellary Jurisdiction only.

Mr. Arun V Rajpurohit

Director

DLithe Consultancy Services Pvt. Ltd

DLithe
Be Agile. Be in Demand

Mr. Prithviraj Bhupal Y J

Deputy Director

Ballan Institute of technology & Management

Bellary

Deputy Director Ballari Institute of Technology & Management



