



## **Memorandum of Understanding**

**Between**

**Sapthagiri College of Engineering  
(Computer Science Department)**

**And**

**Master i2R Solutions  
(An Authorised Partner of TCS iON)**

## MEMORUNDUM OF UNDERSTANDING



This Memorandum of Understanding is entered at Bangalore on this, 9<sup>th</sup> Day of January (09/01/2019) in the Year 2019.

### **BETWEEN**

**Master i2R Solutions** represented by its Sales Director Mr. Kumar Ramaiah having its Registered Office at No 20, 2<sup>nd</sup> Floor, Magadi Main Road, Opp Agrahara Dasarahalli Bus Stop, Vijayanagar, Bengaluru, Karnataka – 560079, hereinafter referred to as “**MASTER i2R SOLUTIONS**” or the **FIRST PARTY**;

### **AND**

**Sapthagiri College of Engineering** having its premises at 14/5, Hesarghatta Main Rd, Chikkasandra, Jallahalli West, Bengaluru, Karnataka 560057, India, here in after referred to as-“**Sapthagiri College of Engineering - Computer Science Department**” or the **SECOND PARTY**.

(Hereinafter - **MASTER i2R SOLUTIONS** AND **Sapthagiri College of Engineering - Computer Science Department** shall be individually referred to as Party and jointly as Parties shall).

### **WHEREAS**

- The First Party, a Skill Development Company having expertise in Professional and Industrial Education and is an Approved Learning Provider of TCS iON content, developed by MASTER i2R SOLUTIONS in association with TCS iON
- The Second Party on its part is interested in associating with First Party for using their expertise to promote and deliver the technical Internship, Project Work and any technical program driving innovation as a graduate Program of **Sapthagiri College of Engineering - Computer Science Department**
- The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum



- Both parties as above have expressed a desire of entering a Memorandum of Understanding with **Sapthagiri College of Engineering - Computer Science Department** to meet their objectives
- This Memorandum of Understanding ("MOU") is not intended to be legally binding except as specifically set out below
- The Second Party shall provide the necessary support to the First Party to deliver the training on the agreed subject's / Programs through VIGAMA
- Students who register for the program avails the facility of the first party & Second party, to learn the stated subject and do the project in the chosen field of interest
- The First Party can use the name of the **Sapthagiri College of Engineering** for promoting the programs in advertisements and other modes of communications
- The admission criteria and the number of seats for the respective programs are fixed by the Second Party in consultation with First Party
- The First Party provides electronic copy of relevant learning materials to the students enrolled for the respective programs
- All responsibilities regarding registration of the students should be dealt by the First Party.
- The fees towards the program must be paid by the students to either of the Parties with respect to the program enrolled by the students
- Out of the Tuition Fees Collected, the students must make the necessary payment to the First Party as per the agrees payment terms
- The complete list of students of the course shall be provided to the First Party by the Second Party. Changes in students, if any, shall be communicated by the representative of the Second Party to the First Party immediately without any delay
- It is intended that the terms of this MoU will remain in force for an initial period of (3) three years from the date of agreement and shall be valid until the termination or expiration, whichever is earlier of this MOU





- The MoU can be extended for further periods after the expiry of (3) three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both Parties on mutual consent
- Either party shall be entitled to terminate the MOU on 60 days' prior written notice. The MoU will automatically terminate:
  - If either party becomes insolvent or is subject to a change of control;
  - If this MOU /transaction /business is unenforceable, void or illegal due to any statutory or regulatory requirements.
- All intellectual property created by a party in connection with the Collaboration shall remain the property of that party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (in equal proportions) by the parties, unless otherwise agreed in writing.
- Where the collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the **"IPR Owner"**), the IPR Owner will license such rights to the other party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration under this MOU and/or subsequent binding agreement. Any such license will automatically terminate when the MoU is terminated.
- For the purposes of this MoU, **"Confidential Information"** shall be confidential in nature (whether written, visual or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information, training & learning material, trade secrets, college lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential;
- Each of the parties shall always abide, while this MoU remains in force and after it has been terminated, keep confidential Information except where:
- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;



- Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorized agents (including professional advisers);
- The Confidential Information is disclosed, in the case of MASTER i2R SOLUTIONS, to another member of the MASTER i2R SOLUTIONS group of companies;
- All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration, and the final decision of an arbitrator jointly appointed by both the Parties to be agreed upon and appointed by both the parties. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The award of the arbitrator or arbitrators shall be final and binding on the parties.
- In case of any disputes not settled due to arbitration it will be subject to the courts of Bangalore Jurisdiction. The laws of India shall be applicable.

Each party hereby confirms its agreement to the terms contained in this MOU on this 9<sup>th</sup> day of January 2019.

Principal

Sapthagiri College of Engineering  
Principal  
Sapthagiri College of Engineering  
Chikkasandra, Hesaraghatta Road  
Bangalore-560 057

Director  
For MASTER i2R SOLUTIONS

MASTER i2R SOLUTIONS

IN WITNESS WHEREOF, the parties here to have caused this Memorandum of Understanding to be executed as of the first date set forth above, on this 9<sup>th</sup> day of January 2019.

Witness:

09/01/2019  
Dr - Yogesh HK

Sapthagiri College Of Engineering - HOD CS Dept

Director

For MASTER i2R SOLUTIONS  
Director

Technical Director  
MASTER i2R SOLUTIONS