MEMORANDUM

OF

UNDERSTANDING

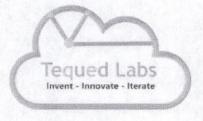
BETWEEN

DEPARTMENT OF CSE & DEPARTMENT OF ISE SAPTHAGIRI COLLEGE OF ENGINEERING BANGALORE



&

TEQUED LABS PRIVATE LIMITED, BANGALORE



Tequed Labs, India's Highest Rated EdTech Company on GOOGLE is glad to get associated with your esteemed institution.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on <u>02 - 05-204</u> by and between: Department of CSE and Department of ISE **Sapthagiri College of Engineering (SCE)**, **Bangalore** an entity incorporated under the laws of India and having its Principle place of activity at Bangalore, India represented by its HODs. (Here in after referred as "SCE").

AND

TEQUED LABS PRIVATE LIMITED-having its Registered Office No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085 (hereinafter referred as "TEQUED LABS"):

SCE and TEQUED LABS shall be hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

- A. SCE, Bangalore is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to Personality development and intellectual growth.
- B. TEQUED LABS is an R&D Innovation Hub and educational institute which is focused on providing quality education on latest and cutting edge technologies to students and also specializing in software/ hardware Development along with Placement Training. The goal of the company is to promote innovation, entrepreneurship and also increasing employability quotient thus making them Job-Ready.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. Scope

The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between SCE and TEQUED LABS in various areas of mutual interest and benefit.

The primary goals are:

- Conducting Faculty Development Programs (FDPs): Faculty
 Development / Certification Programs are to be conducted in the
 SCE Campus for the Faculty members of the college / other
 colleges to get trained in technologies/domains like Virtual and
 Augmented Reality, Artificial Intelligence, Machine Learning, IOT,
 Data Science, Robotics etc
- Conducting Workshops/ Events/ Training Modules: Workshops/ Events / Training Modules are conducted in the above mentioned fields for the benefit of the Students from all the colleges.
- Contribute towards development of curriculum: Setting Syllabus for new courses, helping in setting up labs, Providing Industry connect, etc.
- **Product Development:** Support department in developing products for patenting and filing for IP.
- Technology Foundation Courses with hands-or experiential training:
 - 1. Programming languages like
 - Python
 - R
 - Java
 - Ruby
 - 2. Mobile Application Development
 - 3. Internet of Things (IoT)
 - 4. Artificial Intelligence (AI)
 - 5. Virtual and Augmented Reality
 - 6. Machine Learning and Deep Learning
 - 7. Data Science
 - 8. Internships and Project Work facilitation
 - 9. Expert Lecture on need basis
 - 10. Programs for CIVIL and MECHANICAL students etc

SCE and TEQUED LABS establish a "Core Consulting Team". Both the Parties shall ensure that the "Core Consulting Team" comprises of appropriate personnel from both parties to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.

SCE shall be represented by the Department Heads.

TEQUED LABS shall be represented by Mr. Supreeth Y S, Director and CEO and Mr. Aditya S K

The Parties hereby acknowledge and agree that "Core Consulting Team" will meet at least once in three months (every quarter) to ensure successful implementation of all programs mutually agreed to in the areas mentioned in this MoU. Dates are to be decided by mutual consultation.

3. Responsibilities of SCE:

- a. To provide necessary class room infrastructure for the training.
- b. To identify and make available interested students internally as desired by SCE to participate in the program.

4. Responsibilities of TEQUED LABS:

- a. To promote innovation and entrepreneurship among students.
- b. To train the students on latest, advanced and cutting edge technologies in the campus.
- c. To provide a platform for students to exhibit their innovations at regional, national and international project competitions and hackathons.
- d. To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.

5. Joint responsibilities of SCE and TEQUED LABS

SCE and TEQUED LABS jointly agree:

- a. To closely work together to bring paid Workshop/Training opportunities for students. The workshops will be technically supported by TEQUED LABS and SCE
- b. If any project carried out in a joint venture leads to a potential Product/service, then incubation centre terms and conditions will be laid down by TEQUED LABS and SCE
- c. In case of additional funding required to develop expertise on consulting, SCE and TEQUED LABS put up joint project proposal for funding by govt or any other agencies.
- d. To work towards success of projects and relationship fostering
- e. To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.

6. Terms and Termination

This MoU shall come in to effect from of - 2017, and shall remain in effect for a period of sixty (60) months. After a period of sixty months, MOU can be further extended on mutual agreement.

Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.

7. Confidentiality

Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

8. Deliverables from Tequed Labs

Unpaid Programs (Free Events)

- 1. Branch Specific Orientation Programs for all students from all years
- 2. Guest Lectures during every semester for all branches
- 3. Hackathons will be hosted every year
- 4. Project Expo to showcase final year projects Awards will be given to best projects
- 5. Mentorship for students taking part in national and international competitions
- 6. Startup Mentorship to promote Entrepreneurship

Paid Workshops / Events

Tequed labs will charge a nominal fee for all the workshops and Skill Development Programs which will be conducted for all students in the college

9. Deliverables from Sapthagiri College of Engineering

A faculty coordinator from each department

Classrooms / Seminar Halls to host the programs

10. Arbitration

10.1. In the event of any dispute or differences arising at any time between the Parties hereto as the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed

will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

11. Governing Law and Jurisdiction.

11.1 This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

12. Non Solicitation

12.1 SCE shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of TEQUED LABS, who is involved in the performance of its obligations under this MoU.

13. Other Programs and Contracts

Tequed Labs will work with full force towards supporting SCE in all aspects ranging from bringing international collaborations to taking students to national and international competitions. On similar lines SCE is requested to support Tequed Labs by giving contracts of any other programs such as Placement Training Programs, Soft Skills Training to Tequed Labs so that both the organizations are mutually benefitted

14. Industrial Skill Development and Internship Program(1 week classroom training + 3 weeks Industrial Project Work – 4 weeks program) – As per VTU Guidelines

Tequed Labs in association with SCE will conduct "Industrial skill development and Internship program" every year by establishing Centre of Excellence for IOT / maker Lab in SCE.

Tecued Labs will be offering programs for students from all the branches.

The fee for the program shall be jointly fixed by both the college and tequed labs.

All the students will receive 2 certificates

Certification of Course Completion
Internship Certificate – 1 month (as per VTU Guidelines)

All the certificates provided by Tequed Labs are Internationally verifiable. Unique codes will be printed on each certificate.

Top Performs and best projects shall receive awards during the classroom training program.

15. Entire Understanding

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

IN WITNESS THEREOF, each of SCE, Bangalore and TEQUED LABS - having its Registered Office No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085 has caused this MoU to be signed and delivered by its duly authorized representative.

Head of Department

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Information Science and Engineering Sapthagail College of Ingreging atha

Bangalore Prof. & H.O.D.

Dept.of Information Science & Engg. Sapthagiri College of Engineering # 14/5 Chikkasandra, Hesaraghatta Main Road

BENGALURU-56; 57

Mr Supreeth Y S Director and CEO TEQUED LABS,

the S.K

Bangalore

Mr. Aditya S K
Director and CTO

TEQUED LABS,

Bangalcre

Date:

Place: Bangalore

Date

Place: Bangalore