

# Memorandum of Understanding

Between

**METHODIST COLLEGE OF ENGINEERING AND TECHNOLOGY**

And

**AI-SHALA Technologies Pvt Ltd**

This agreement is made on the **30th day of March 2022** between **AI-SHALA Technologies Pvt Ltd.**, an ed-tech and software development company in Artificial Intelligence with corporate identification number: U72200DL2021PTC388522 having registered office at **C-25B, Bhagwati Garden (Extn), Uttam Nagar, New Delhi-110059, India** (hereinafter referred to as **AI-Shala**) and **Methodist College of Engineering and Technology** (hereinafter referred to as **MCET**) located at **H.No: 4-1-1001/1045/878B & 3-2, King Koti Road, Abids, Hyderabad, Telangana 500001, India.**

WHEREAS the AI-Shala and MCET entered in to this Memorandum of understanding (MOU) with the spirit of mutual interest in cooperation to promote jointly the educational collaboration in accordance with the terms and conditions as mentioned herein below:

## ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:



## I. Student training:

- A. Students of **MCET** who wish to get training in the programs offered by AI-Shala and meet the eligibility criteria of the program can participate in the program. The current programs offered by AI-Shala are in the areas of Machine Learning, Computer Vision, Reinforcement Learning, Deep Learning, NLP, and IoT. More programs in related areas of robotics, autonomous vehicles, etc will be added in the future. The participation in the program is subject to availability of the upcoming batch.
- B. The students will participate in the program at AI-Shala after approval from both MCET and AI-Shala. All the training programs of AI-Shala will be provided to MCET students at a discounted price depending on the terms and conditions of the respective program and the number of registrations.
- C. The discounted program registration fees need to be submitted by each participant to AI-Shala prior to the start of the course. However if there is any refund applicable by the mutual agreement will be returned back to student later.
- D. Each student accepted by the AI-Shala will be expected to participate in the enrolled training program at the same level of competency as any other student participating in the Program.
- E. The participating students will receive all benefits of the program, for example, performance-based extension for the mentorship, helping in preparing the technology of a startup etc. These benefits may vary between different training programs at AI-Shala and are subject to AI-Shala terms and conditions.
- F. AI-Shala will provide support for placement preparation of students who have registered for any of the training programs at AI-Shala. This includes sessions from industry experts, our mentors, and quizzes to evaluate the learning of the students. These sessions for interview preparations are only in the related areas of machine learning and spread over the period of one year to ensure better placement of the students for machine learning jobs.
- G. AI-Shala has many hiring partners. Many relevant companies are taking student interns from the training programs of AI-Shala. **MCET** students who will enroll in training programs at AI-Shala will be considered for the interview of these internships and this opportunity will only be accessible provided they pass the evaluation criteria and there is an availability with the hiring partners.
- H. Depending on the number of registrations and mutual agreement, AI-Shala may conduct dedicated training programs or workshops in **MCET** from time-to-time and especially during the summer period. Additional benefit in the registration fee will be provided to the participants as compared to the program offered to the public at AI-Shala.
- I. Based on the interest of **MCET**, AI-Shala will conduct training for students to help them start technology startups in the relevant areas of AI & ML. This may also result in additional long-term mentorship for the startup based on the mentorship policy of AI-Shala.



- J. The registered students of any of our training programs will get career guidance support, a performance-based extension of mentorship for a research paper or a project. This benefit can be availed for the next year after the completion of the training program.
- K. AI-Shala is currently working on various AI projects such as Virtual Trial Room and Fashion Analysis, Vision for Blind assistance, and Fitness Activity Analysis. Students who have qualified our selected training programs with distinction are eligible to join AI-Shala in these projects as Software developer interns based on the availability of the project requirements of AI-Shala.

2. Research collaboration:

- A. Based on mutual interest, there can be research collaboration in the areas of mutual interest. Details shall be specified in the particular written agreement for each collaboration.
- B. The research collaboration can extend to both faculty and students of MCET where mentors from AI-Shala will help in conducting top-class research in the relevant areas from this collaboration. This may result in a research paper. The name of AI-Shala mentors can be used only after consent from AI-Shala for research papers or any other document related to the collaboration.
- C. The registration fee of the conference/journal will be as per the agreement signed before making collaboration for the project.

3. Other collaboration:

- A. Both AI-Shala and MCET will promote and facilitate exchange programs for each other for training in the areas of AI & ML. For example, spreading awareness of the training for the students of the respective party.
- B. Both AI-Shala and MCET can also collaborate after mutual agreement to conduct workshops/summer schools/FDP/EDP/TEDP or other relevant programs for students/faculty of other colleges. The terms of partnership will be discussed as per the requirement of the program.
- C. The dedicated FDP for your faculty can be conducted based on mutual agreement. In any case, for every 30 student registrations from your institute, we will provide the registration of one faculty free of cost.

4. Other benefits:

- A. Free registration to all programs of AI-Shala for a student who has successfully qualified at least one training program of AI-Shala with distinction. This benefit can be availed for a duration of up to 90 days from the date of completion of the first training program.
- B. Additional sessions may be given to all your students from industry experts or our mentors on career guidance, higher education in AI & ML, how to pursue research in the relevant areas of AI & ML. These sessions will be given near the end of an academic session and are subjected to availability of speakers/mentors.
- C. Additional invited lectures or seminars can be conducted by AI-Shala based on



mutual agreement.

D. MCET should provide at least 50 students in an academic year to get the above mentioned free benefits

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each party's authorized representatives.

1.4 The programme will be conducted by online mode only. If the programs are required to be conducted by offline mode then they will only happen after mutual consent and agreement.

1.5 MCET's academic department (or the person responsible to do so) will spread the awareness of Al-Shala's training programs among their students. Al-Shala in return will give additional benefits to MCET (as mentioned above) provided all terms are met.

1.6 Al-Shala is entitled to use your institute's name on its website to show you as a partner institute. The company will inform the institute about using its name at other places.

## ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of **2 years** from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional two (2) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

2.4 Notwithstanding anything contained in this memorandum of understanding (MOU) Al-Shala shall have all the rights to safeguards their rights. For any indemnification, Al-Shala will not be responsible whether directly or indirectly.



### **ARTICLE 3: NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### **ARTICLE 4: COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **ARTICLE 5: FORCE MAJEURE**

In the event students are unable to complete the Program due to causes beyond the control of Al-Shala, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Al-Shala's reasonable control, MCET /Al-Shala may assist the affected students in finding an alternate site to complete the Program.

### **ARTICLE 6: USE OF NAME**

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

### **ARTICLE 7: INDEPENDENT CONTRACTORS**

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

### **ARTICLE 8: SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement



is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

#### **ARTICLE 9: WAIVER**

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

#### **ARTICLE 10: ASSIGNMENT**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

#### **ARTICLE 11: GOVERNING LAW**

That this Agreement shall be governed and interpreted by the laws of India. Any dispute or difference whatsoever arising between the parties out of or in relation to the construction, meaning, scope operation or effect of this MOU or the validity or the breach thereof shall be settled by the sole arbitrator appointed by the Al-Shala as per the Arbitration & Conciliation Act, 1996 and the jurisdiction will be Delhi.

#### **ARTICLE 12: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both the parties.

#### **ARTICLE 13: Employment of others**

The Al-Shala will not be liable to MCET for any prior authorization before entering into employment or business contracts with other parties during the course of the agreement. Such agreements shall stand independent from this MoU between Al-Shala and MCET.




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IN WITNESS WHEREOF the parties hereto have put their hands on this 30th day of March 2022 first hereinabove written.



  
Name: Dr. Prabhu G Benakop  
Designation: Principal  
Date: 30.03.2022

(Authorized Rep. of Methodist College of Engineering and Technology, Hyderabad)

**PRINCIPAL**

**METHODIST COLLEGE OF ENGG. & TECH.**  
King Koli Road, Abids, Hyderabad

  
Name: Sangeeta

DIN: 09365997

Designation: Director

Date: March 30, 2022

**AI-SHALA**  
**Technologies Pvt Ltd.**  
C-25B, Bhagwati Garden Extn,  
Uttam Nagar, New Delhi-110059  
CIN: U72200DL2021PTC388522  
@ www.ai-shala.com  
+91 96259 94840

(Authorized Rep. of AI-Shala Technologies Pvt. Ltd.)

## MEMORANDUM OF ASSOCIATION

This Memorandum of Association (MoA) made and entered into on this **23<sup>rd</sup> of April 2022** by and between;

**Osmania Technology Business Incubator**, is an initiative of **OU Idea Labs Foundation** which has been incorporated as a Section 8 company, under the companies act of 2013

Incubation at Osmania Technology Business Incubator (Osmania TBI) is multi-disciplinary, across the sectors and open to all the innovative ideas that need support from the entrepreneurial community to leverage the networks, infrastructure and connections that help rapidly scale up the start-up operations. The **Osmania TBI**, having its address at # S1, 2nd Floor, Central Facilities for Research and Development (CFRD) Building, Osmania University, Hyderabad – 500007, Telangana, India (hereinafter referred to as '**First Party / OTBI**' which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors, administrators, nominated and legal assigns);

AND

**Methodist College of Engineering and Technology**, Abids, Hyderabad, an Autonomous College, affiliated to Osmania University, approved by University Grants Commission (UGC) and accredited with 'A+' Grade by National Assessment and Accreditation Council (NAAC) and NBA located at King Koti Raod, Abids, Hyderabad–500001, Telangana, India (hereinafter referred to as '**Second Party / MCET**' which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors, administrators, nominated and legal assigns);

### Purpose:

The OTBI and MCET, through this MoA agree to extend their mutual co-operation in furtherance of the objective to support student entrepreneurs to co-create ecosystems that enable them to live up to their full economic potential.

OTBI and MCET are each referred to as party and together as parties. AND WHEREAS

1. MCET was established in the year 2008.
2. MCET has been on the forefront for education in Engineering and Technology,
3. MCET is constantly looking at new developments and possibilities for promoting educational services, technological innovations, and industry specific training partners for the benefit of students.
4. MCET is keen for supporting and nourishing the basic spirit of innovation and enterprise and to encourage and support young entrepreneurs/ startups to develop new concepts, products and solutions for larger number of users/ wider geographies, jointly in its areas of interest.
5. OTBI of Osmania University has been pioneer in the field of Innovation and Entrepreneurship providing services to start-ups incubated with OTBI.
6. MCET and OTBI recognizing the synergies in their focus areas, understanding the potential for developing Innovation, Start-up and R&D eco-system in Telangana.



7. The participants in the activities of OTBI are referred to herein as incubates or entrepreneurs or start-up enthusiasts.

The Parties have decided to co-operate, promote and develop new enterprises in the relevant sectors by pooling their knowledge base, expertise, experience, facilities and network.

**IN WITNESS WHERE OF THE PARTIES HERETO HAVE AGREED, AS FOLLOWS**

**I. RESPONSIBILITIES:**

**A. Osmania TBI Responsibilities:**

- a. Provision of space, facilities and infrastructure to incubates at nominal costs as approved by Board of Directors, OU Idea Labs Foundation;
- b. Selection and training of incubatees;
- c. Assisting incubates to develop their ideas into proof of concept/ prototype/ field testing stage.
- d. Assisting incubates with:
  - i. Access to Finance, Marketing, Legal, HR, and other functions;
  - ii. Setting up of demonstration units; and
  - iii. Brand/ Business promotion.
- e. Engagement with the relevant organizations at the state, national and international levels;
- f. Enable an exchange platform for understanding respective "best practices";
- g. Facilitating policy studies, round tables, workshops, etc. with a view to generate appropriate inputs & suggestions to the Government Agencies for the policy initiatives; and
- h. Other matters as may be mutually agreed.

**B. MCET Responsibilities**

- a. Outline the areas in which it would like to assist OTBI
- b. Providing guidance and support for the new startups through:
  - i. Giving access to students resource;
  - ii. Knowledge support to Incubatee(s); and
  - iii. Training, Mentoring and skill development in Innovation and Entrepreneurship to its students.
- c. Providing participating incubatees access to classrooms, laboratories, seminar halls, library, and other relevant resources;
- d. Other matters as may be mutually agreed.

**C. Joint Responsibility:**

- To organize and conduct collaborative events like awareness programs, seminars, workshops, training programs, pitching sessions, etc.
- Taking up pilot projects together or in partnership with others to show case, demonstrate and validate new technologies, concepts and solutions with a view to exploring suitability for introduction.
- Sharing of specialized facilities

  
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King Koti Road, Abids, Hyderabad



- Scaling up of selected exceptional final year projects with a scope of product development, patent and/or technology transfer.

## 2. CONFIDENTIALITY

Parties will enter into a separate Non-Disclosure Agreement where required to support their activities under this MoA on case to case basis as this may also include third parties like entrepreneurs, industry partners, etc.

## 3. SEVERABILITY

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 4. NOTICES

Any notice required or permitted to be served on either of the parties by the other shall be in writing, duly addressed to the recipient shown below and may be sent by hand, registered post or e-mail:

<b>Osmania Technology Business Incubator</b> <b>OU IDEA LABS FOUNDATION</b> Dr. Srinivasulu Chelmala In-charge Director # S1, 2nd Floor, Central Facilities for Research and Development (CFRD) Building, Osmania University, Hyderabad – 500007, Telangana, India Email: <a href="mailto:director.tbi@osmania.ac.in">director.tbi@osmania.ac.in</a>	<b>Methodist College of Engineering and Technology, Abids, Hyderabad</b>  Dr. Prabhu G Benakop Principal Methodist College of Engineering and Technology, Hyderabad– 500001, Telangana, India Email: <a href="mailto:principal@methodist.edu.in">principal@methodist.edu.in</a>
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## 5. TERMS AND TERMINATION

- This MoA shall be initially valid for a period of one year from the date of signing and may be extended by mutual agreement of the parties.
- This MoA may be terminated at any time by the agreement of the parties with advance notice of 60 days.
- Either party may terminate this MoA with written notice of at least 30 days to the other party in the event that either party:
  - Interfaces with performing this MoA intentionally; or
  - Is declared insolvent; and
  - The other party fails to redress the default
- In the event of termination neither party shall have any liability, of whatsoever nature, to the other party arising from this MoA.

  
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## 6. FINANCIAL & CONTRACTUAL AGREEMENTS

The parties shall enter into separate agreement in writing for the specific technical and financial support activities in connection with this MoA.

These addendums will provide a detailed description of the role, rights and responsibilities, and, the financial contribution, if any of each party. Work plans and reporting requirements will be clearly outlined in these addendums.

## 7. RELATIONSHIP BETWEEN THE PARTIES

- A. This Agreement does not create any relationship between the parties of employer-employee or principal and agent or partnership.
- B. Nothing shall be deemed to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the other.

## 8. INTELLECTUAL PROPERTY RIGHTS

- A. The Parties acknowledge that nothing in this MoA shall be construed as granting either Party any rights in the intellectual property and/or goodwill of the other.
- B. Ownership of research findings and intellectual property arising from the collaborative studies or researches shall be decided upon case to case basis through mutual agreement.

## 9. SETTLEMENT OF DISPUTES AND GOVERNING LAW

- A. This MoA is subject to the laws of India.
- B. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoA shall be settled through mutual consultation and/or negotiations between the Parties.
- C. The MoA represents the mutual understanding of the parties and is not intended nor shall it be deemed to be legally binding or a contract and shall not give rise to any rights and/or liabilities under a contract.



PRINCIPAL  
METHODIST COLLEGE OF ENGG. & TECH.  
King Koti Road, Abids, Hyderabad





IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign MoA on the date as above written.

For  
OSMANIA TECHNOLOGY  
BUSINESS INCUBATOR



For  
METHODIST COLLEGE OF  
ENGINEERING AND  
TECHNOLOGY-ABIDS



(Signature)  
Name: **Dr. Srinivasulu Chelmala**  
Title: **In-charge Director, OTBI**

Name:  
Title: **Dr. R. Hafeez Basha**  
**Incubation Manager, OTBI**

*29/04/2022*

(Signature)  
Name: **Dr. Prabhu Chandra**  
Title: **Principal**  
**METHODIST COLLEGE OF ENGINEERING & TECH.**  
**King Koti Road, Abids, Hyderabad**

Name: **Dr. Lavanya Pamulaparty**  
Title: **Professor & HOD, CSE**



# Memorandum of Understanding

between  
**PRAGYATMIKA, The Power of Intelligence**  
and  
**Methodist College of Engineering & Technology**

April 25th, 2019

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

**PRAGYATMIKA**

(Having its registered address at F-17, Street # 11, Balaji Enclave, Govindpuram, Ghaziabad – 201013  
Uttar Pradesh)

AND

**Methodist College of Engineering & Technology (MCET)**

Campus at Bogulkunta Road, King Koti, Abids, Hyderabad, Telangana

This Memorandum of Understanding (MoU) is entered into as on date **25th April 2023** (Tuesday) by and between above said parties.

In consideration of the mutual obligations herein contained, the parties agree as follows:

### Objective & Scope of Engagement:

This MoU creates a framework for setting up of a joint Training, Research & Technology Development Centre herein termed as "**CENTRE OF EXCELLENCE in INDUSTRIAL IoT**" to provide a platform for exploiting state of the art technology, providing Technical Training, Development of Intellectual Property and providing facilities for the development of products and solutions in specified domains.

1. This MoU also intends to explore and understand mutual interest in the fields of research, training and development and interaction with students to disseminate knowledge and exposure to industry.
2. And to strengthen the industrial training environment and relevant industrial certifications for the students and the faculty members of Methodist College of Engineering & Technology, Hyderabad in specialized domains of **Internet of Things (IoT), Industry 4.0, Industrial IoT (IIoT) & IoT Security** by PRAGYATMIKA through exchange programs.

### About PRAGYATMIKA

PRAGYATMIKA having its registered office at Ghaziabad, Uttar Pradesh, India is a young organization involved in Research & Design Activities for OEMs, Specialized Training and Development programs for Professionals and Students, Consultancy to the Manufacturers and Business Owners in the domain of latest of Intelligent Electronics Technologies e.g. Industrial IoT, IoT Security, Artificial Intelligences, IoT Cloud, etc.

PRAGYATMIKA strives to shape the future of technology, ease the human efforts and create the better intelligent world we live in together with the next generation of innovators. They offer online training programs and live trainings on various cutting edge NextGen technologies and platforms. They offer online trainings on Battery Management systems for Li-Ion, Li-Ion Battery Pack, C

Programming Tutorials for Beginners, JavaScript – Full course for Beginners, TSN and Ethernet, Embedded Control Systems, Artificial Intelligence, Machine Learning, IoT & Industrial IoT, etc., apart from various other courses. They offer their training programs through Live Trainings, Physical In person Trainings integrated with their own Learning Management System (LMS).

PRAGYATMIKA is currently working with many prominent Universities for the delivery of Technology and Training in their specialized domains in countries like India, Greece, USA, Germany, South Africa, Nigeria.

They also have a Research & Development & Inhouse Design House (IDH) wings which does lots of Design Projects for Industry OEMs. The research and development work are primarily focused towards Indigenous electronics technology development for the various of domain like Industrial Electronics, Automotives, Medical Instrumentation, Pollution Control and Monitoring, Lighting and Visual Applications, Power Electronics, etc.

### **About Methodist College of Engineering and Technology:**

Methodist College of Engineering and Technology (MCET), Hyderabad is NAAC Grade A+ Non-Minority Engineering Institution. The organization was established in year 2008 on a sprawling 5.0 acres campus of Abids, Hyderabad. The college provides a serene and tranquil environment to the students boosting their mental potential and preparing them in all aspects to face the global competition with a smile and emerge victorious.

The MCET is approved by AICTE, New Delhi and affiliated to Osmania University, Hyderabad. The college is accredited by NAAC grade A+ and all undergraduate B.E. Programs are accredited by NBA. The UGC has granted autonomy to the college for ten years with effect from Academic Year 2021-2022. The MCET has been established with the support of executive board of Methodist church in India that has been gracious and instrumental in making the vision of an engineering college a reality.

### **Roles & Responsibilities:**

#### **PRAGYATMIKA:**

- to provide opportunities for summer internships, job-internships, industry projects and full-time employment to students of Methodist College of Engineering & Technology (MCET) (depending on available opportunities, resources, and positions) based on their own interests
- to provide specialized training programs for students in the domain of Embedded Systems, IoT and Industrial IoT, E-AI, IoT Cloud, IoT Security, and all such relevant budding technology domains.
- to mentor the interested students for B. Tech. Final year projects for an outcome driven performance.
- to put on Live industrial projects for deserving final year students based on the successful satisfaction of the screening criterion defined by the industry
- to arrange interactions with visiting Industry Professionals, Entrepreneurs, Startup companies for the students to learn, understand and adapt in the industrial ecosystem

- to mentor students for various National & International level technical challenges / symposiums at their own interest and expenses. The sponsorship / scholarship support may be arranged by PRAGYATMIKA
- to assist in placement of screened students through the means of Industry connects, on the job training, industrial training, skill training or any such special requirement identified
- to arrange Industrial Visits (IVs) for the students of Methodist College of Engineering & Technology (MCET) to have a look and understanding of In-plant working
- to provide the necessary operational electronic hardware kits, and components, for operation of Industrial IoT Centre of Excellence Lab at Methodist College of Engineering & Technology (MCET) for the benefit of the students and faculty members
- to assist and mentor the students of Methodist College of Engineering & Technology (MCET) for Entrepreneurial, Startup, Innovation at their own interest, risk and expenses
- to provide manpower for smooth operations of the Industrial IoT Centre of Excellence (CoE), for a limited tenure decided mutually between the parties
- to provide certifications, quality assessments, maintenance support, technical support & assistance, for the life of the Centre of Excellence
- to plan and conduct Faculty Development Program on the specified domains (Refer Point # 2) at the Centre of Excellence (CoE) which will be open for external faculty members and industry professionals as well

#### **Methodist College of Engineering & Technology (MCET)**

- to appoint Faculty Member(s) as 'Point of Contact (PoC) for all the above-mentioned engagements with PRAGYATMIKA
- to provide necessary infrastructure and resources for the Industrial IoT (IIoT) Centre of Excellence Lab and conduct any of the programs, activity & engagements as planned time to time
  - 30 Numbers of Upgraded Lab Systems for R & D and Trainings purpose as per the specification provided by PRAGAYTMKA with required Lab Infrastructure viz, Internet connectivity, Room Infrastructure, Electricity, Whiteboard, Screen and Projector, and Audio-Visual System., etc.
- to encourage all its students and faculty members to actively participate any such training programs, activities or contests, engagements
- to provide to us new contact information, including email address, and contact number, should your primary Point of Contact (PoC) change
- to provide information which PRAGYATMIKA reasonably require (for example, information regarding qualification of the faculty members and of Students who would be undertaking the programs / offerings as part of the engagement including, contact details, viz, e-mail, phone number, etc.
- to fund or secure funding for any other infrastructure requirements for the conduct of trainings or setting up of any new industry Labs at their premises through PRAGYATMIKA



- commits that for any such program offerings, report to PRAGYATMIKA the results of the programs, activities, engagements, and Faculty & Student Feedback, as we specify in writing
- will not transfer or sub-license any of the tools, software, lab components or goods contributed hereunder (if any) to any third party except as expressly permitted and will use such items solely for the purposes contemplated hereunder

#### **Costs, Fees, Revenues, etc:**

PRAGYATMIKA may charge the students, faculty, and industry professionals a specific fee pertaining to the programs, trainings, workshops being offered through the CoE as required to meet the operational expenses

#### **Logo Usage, trademarks, and Guidelines:**

Methodist College of Engineering & Technology (MCET) can use PRAGYATMIKA Logo for internal and external marketing of any of the programs offered in partnership as per this MoU. However, the Methodist College of Engineering & Technology (MCET) shall not modify or tamper the logo or title in any way

Methodist College of Engineering & Technology (MCET) also allows PRAGYATMIKA to use their institution logo for its marketing and promotional purposes. And PRAGYATMIKA shall not modify or tamper the institution logo or title in anyway

#### **Publicity:**

All publicity and/or advertising in connection with this MoU shall be subject to the mutual written agreement of the Parties prior to such disclosure or publication. Neither Party shall be precluded from its normal marketing efforts in connection with the sale of its standard products and services.

#### **No Assignment:**

Neither party without the written consent of the other may assign either the benefit or the burden of this MoU.

#### **No business solicitation**

Both parties undertake that each will not during the serving period of this MOU and for a period of three (3) years from the termination of this agreement entice away or endeavour to entice away from the other party any employee of such other party, and business without written permission by the organization's authorised signatory. Each party acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of the other party. Each Party will notify the other as and when such situation arises during the validity of this MOU/ Clause.

## **Relationship**

Nothing contained in this MoU shall be deemed to constitute either party an equity partner, joint venture, or employee of the other party for any purpose. All the services that are provided by PRAGYATMIKA using their Industry Partners will be subject to the status of the arrangements between PRAGYATMIKA and its industry partners. PRGYATMIKA's responsibility will be to service the members enrolled with CENTRE OF EXCELLENCE till that time.

## **Duration**

This MoU is at-will and may be modified by mutual consent of authorized officials from PRAGYATMIKA and Methodist College of Engineering and Technology, Hyderabad. This MoU shall become effective upon signature by the authorized officials from PRAGAYTMIKA and MCET, Hyderabad and will remain in effect for three (3) years unless otherwise modified or terminated by the parties by mutual consent. This MoU is construed as renewed for ensuing every year after the initial 3 years unless both parties mutually decide otherwise and at the same time does not extend beyond a total of maximum five (5) years. Upon separation at any point of time all the agreed obligations including delivery, payments etc., certificates will be completed.

## **Obligation of both the parties**

Both the parties shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Both the parties shall carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this agreement. Both the parties shall not, without prior written approval of respective parties' own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any confidential information. Both parties shall return all records, notes, and other written, printed, or tangible materials in its possession pertaining to confidential information immediately if either of the party requests it in writing.

This MoU and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this MoU through its authorized representative.

## **Termination:**

Either party may terminate the MoU for cogent and logical reasons, by giving to the other party 90 days' notice in writing by fax or Email. The reasons may be non-fulfillment of responsibilities, operational misappropriation, financial misappropriation, Undisciplined behavioral operations and as such.

**Notices:**

Notices would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party as mentioned in Centre of Excellence Operational documentation.

**Party Additions:**

This MOU may also involve other additional parties by mutual consent of both PRAGYATMIKA and Methodist College of Engineering & Technology (MCET), which may be added later by a written addendum to this MoU.

**Entire Agreement:**





This document represents the entire agreement between the Parties regarding the subject matter of this MoU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

**Legal Effect:**

This document is not intended to impose any obligation whatsoever on either party (whether based in contract, tort or under statutory law) including, but not limited to, an obligation to bargain in good faith or in any way other than at arms' length. The parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. In case of any Legal issue arising, the mitigation measures would be taken care as described in Operational Document Point No. 29. This paragraph supersedes all other conflicting language.

**Signatures:**

This MOU will come into effect on the day & date of signature of the representative of both parties as given:

For	Methodist College of Engineering & Technology (MCET)	PRAGYATMIKA
Address:	Bogulkunta Road, King Koti, Abids, Hyderabad, Telangana 500001	F-17, Balaji Enclave, Govindpuram, Ghaziabad, Uttar Pradesh 201013
Authorized Signatory Name:	Dr. Prabhu G Benakop	Rupam Jha
Designation:	Principal	Chief Executive Officer
Signature with seal:		
Date:	25 <sup>th</sup> APRIL 2023  <b>PRINCIPAL</b> METHODIST COLLEGE OF ENGG. & TECH. King Koti Road, Abids, Hyderabad	25 <sup>th</sup> APRIL 2023 

**MEMORANDUM OF UNDERSTANDING (MoU)**  
**05<sup>th</sup> Oct, 2023**

**BETWEEN**



**Maven Silicon Softech Private Limited, Bangalore - India**

**&**



**Methodist College of Engineering and Technology**

**FOR**

**VLSI TRAININGS AND RELATED SERVICES**

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5<sup>th</sup> DAY of October - Two Thousand and Twenty Three (05/10/2023), by and between

M/s. Maven Silicon Softech Private Limited with registered office at South Taluk, 21/1A, III Floor, MS Plaza, Gottigere Uttarahalli Hobli, Bannerghatta Main Rd, Bengaluru- 560076, Karnataka - India with GSTIN No: 29AAGCM3939H1Z4 as THE FIRST PARTY represented herein by its Associate Director - Business Development - Mr.Udayachandar S.K.U [hereinafter referred as 'First Party' (PARTY 1)].

AND

Methodist College of Engineering and Technology, H.No.4-1-1001/1045/878B & 3-2, King Koti Road, Ablds, Hyderabad - 500001, Telangana, India AICTE Registration No : 1-6667321, as THE SECOND PARTY represented herein by its : Professor and Principal- Prof Prabhu G Benakop (hereinafter referred to as "Second Party" (PARTY 2). The Second Party is seeking VLSI training services which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

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

### 1. Purpose of the AGREEMENT & MOU

This Agreement is entered between both the PARTIES in good faith, where the First Party undertakes responsibility to educate the Trainee / Student in the field of Semiconductors (Mainly including VLSI Design [Very Large-Scale Integration]), and to gain practical knowledge by utilising the services made available only for the Online/ Blended/ Virtual learning process.

### 2. Scope and Terms of Interactions of the MOU

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

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



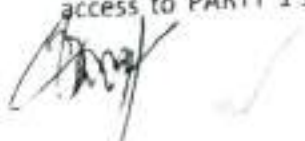
2 | P A G E

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

### 3. Confidentiality and IPR

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

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



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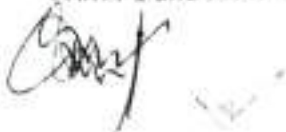
- student, to any third party, whatsoever. Under any circumstances, if it comes to the knowledge of the trainee that such training materials are in possession of any third party, the trainee shall immediately promptly bring it to the notice of the PARTY 1.
- d) The PARTY 2 understands and agrees that any patent or copyright or any other Intellectual Property developed by the Trainee during the Training period by utilizing the services and facilities of the PARTY 1, shall solely vest with the PARTY 1 only.
  - e) All the Documents pertaining to confidential information shall be returned to the PARTY 1 by the Trainee once the Training is complete or as and when requested or directed by the PARTY 1.
  - f) The PARTY 2 hereby acknowledges that Party 1 possesses competitively valuable Confidential Information regarding their current and future training solutions for the semiconductor industry and Engineers/Students doing EEE/ECE from all over the world, especially the rates offered by PARTY 1 to PARTY 2, and special engagement fees.
  - g) During the tenure of the MOU both PARTY 1 and PARTY 2 will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
  - h) Both PARTY 1 and PARTY 2 shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.
  - i) Further both PARTY 1 and PARTY 2 shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

#### 4. Amendments

Any amendment and/or addenda / annexure to the AGREEMENT shall be in writing and signed by both the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### 5. Effective date and Duration of the MOU

- a) This MOU is signed on 05<sup>th</sup> Oct 2023 and shall be effective from the date of signing of both PARTY 1 and PARTY 2 by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of three years (36 calendar months) from the effective date.
- c) During its period, the MOU may be extended or terminated by a prior notice of not less than three months (3) by either party. However, termination of the MOU will not in any manner affect the interests of the students/ faculty, who have been admitted to pursue a programme under the MOU but not exceeding the validity of the course duration as mentioned in the Quotation.
- d) Any clause or terms of the MOU may be modified or amended by mutual agreement of PARTY 1 and PARTY 2 in writing.



## 6. Resolution of Disputes

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts in Bangalore, Karnataka - India.
- b) The dispute or difference whatsoever arises between the PARTIES in relation to or in connection with this AGREEMENT both the PARTIES shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. **The arbitration proceedings** shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Bangalore, Karnataka - India and Language of arbitration shall be English.

## 7. Miscellaneous

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





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

PARTY ONE (1):

By signing this MOU, I also confirm that,

I am authorized to sign on behalf of,  
Maven Silicon Softech Pvt Ltd

Signature: 

Name: Mr. S K U Udayachandar

Title: Associate Director – Business Development

Date: 05/10/23

PARTY TWO (2):

By signing this MOU, I also confirm that,

I am authorized to sign on behalf of,  
Methodist College of Engineering and  
Technology

Signature: 

Name: Prof Prabhu G Benakop

Title: Professor and Principal

Date: 05/10/23

<b>Name of PARTY 1 : Maven Silicon Softech Pvt Ltd</b>	<b>Name of PARTY 2 : Methodist College of Engineering and Technology</b>
<b>Address</b> South Taluk, 21/1A, III Floor, MS Plaza, Gottigere Uttarahalli Hobli, Bannerghatta Main Rd, Bengaluru- 560076, Karnataka, India	<b>Address</b> H.No.4-1-1001/1045/878B & 3-2, King Koti Road, Abids, Hyderabad – 500001, Telangana, India
<b>Contact Details: 9148372555</b>	<b>Contact Details: 986666651</b>
<b>E-mail : uday@maven-silicon.com</b>	<b>E-mail : principal@methodist.edu.in</b>
<b>Web: www.maven-silicon.com</b>	<b>Web : www.methodist.edu.in</b>

Witness

  
Ms. Vimala Devi K  
Associate Manager – Academia Partnerships

  
Prof. VSSN Srinivasa Baba  
Professor & HoD, Department of ECE

# Fwd: VLSI Design Seminar on 07th Oct for Faculties| Registrations Closing Soon | Maven Silicon.

1 message

ECE HOD <hodece@methodist.edu.in>  
To: Srinivasa Baba Viriyala <vssnsbaba@gmail.com>

Sat, Oct 7, 2023 at 10:02 AM

----- Forwarded message -----

From: **Shrushti Lade** <lshrushti@maven-silicon.com>  
Date: Fri, 6 Oct 2023 at 10:10 AM  
Subject: VLSI Design Seminar on 07th Oct for Faculties| Registrations Closing Soon | Maven Silicon.  
To: hodece@methodist.edu.in <hodece@methodist.edu.in>  
Cc: Vimala K <vimala@maven-silicon.com>

Dear Sir,  
Greetings from Maven Silicon...!!

We would like to take this opportunity to inform you that Our organization "**Maven Silicon**" ***VLSI Training Service Company*** has organized a one day seminar on "**Journeying beyond Chip War: Unleashing the Art of Chip Design**" on Oct 07th 2023. We have a speaker who is an expert in this VLSI domain with 25+ years of experience in the industry.

We would be highly honored if you can spare some time from your busy schedule to attend the seminar via online. ***We would like to invite your colleagues and other faculties of Electronics and Electrical domain to attend the seminar Via Online.***

- **Date:** Sat 07th Oct, 2023
- **Seminar Mode:** Online via Microsoft teams
- **Registration Link** - <https://forms.gle/aQfD2psviyqLNNcz5>

**\*Last day to register: 05th Oct 2023**

We eagerly await your participation in the seminar.

Below are more details with brochure :

## Why register for this seminar?

There is a crucial significance of VLSI (Very Large Scale Integration) design and its role in empowering the next generation of technologies such as AI, IoT, cloud computing, and 5G, leading us towards a smarter world. Know about the latest advancements so you can deliver better lessons on VLSI.

## Agenda:

- Why Chip Design? - Chip War, AI, Smart World

- Semiconductor Industry - Trends & Future
- System Design - RISC Vs CISC, Why RISC-V, Why SoC?, ASIC Vs FPGA
- SoC Architecture and Design Process
- VLSI - ASIC Design Flow
- VLSI Design Career - Opportunities

## Key Takeaways:

- Participation Certificate
- Learn from an industry professional with 25+ years experience
- Gain the latest insights about the semiconductor industry

For more details you can refer the brochure or you can reach below contact person:

Shrushti Lade - +91-7406177555 - lshrushti@maven-silicon.com

Thanks & Regards,  
Shrushti Lade  
Business Associate - Sales  
M : +91-7406177555  
E : lshrushti@maven-silicon.com



Bangalore - India

<https://www.maven-silicon.com/best-vlsi-training-institute>

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## MEMORANDUM OF UNDERSTANDING

BETWEEN

**DADB INDIA PRIVATE LIMITED**

AND

**METHODIST COLLEGE OF ENGINEERING & TECHNOLOGY**

This Memorandum of Understanding is made & executed on the 28<sup>th</sup> day of November 2023, between **DADB India Private Limited**, a private limited company duly incorporated and existing under the Companies Act, 2013, having its registered office at 1206 Lodha Supremus, Senapati Bapat Marg, Lower Parel West, Nr. HDFC Bank House, Mumbai - 400013, Maharashtra, India, which is a distributor of access keys to learning content provided by German Academy of Digital Education GmbH ("DADB Germany") in India through its authorized signatory Dr. Carsten Schröder, Director.

Party of the First Part;

AND

Methodist College of Engineering & Technology, 4-1 1056 3, Bogulkunta Rd, King Koti, Abids, Hyderabad, Telangana 500001 through its authorized signatory, Dr. Prabhu G Benakop, Principal.

Party of the Second Part;

Collectively hereinafter referred to as the "Parties" or may be individually referred to as DADB India (DADB India Private Limited) and MCET (Methodist College of Engineering & Technology).

### SCOPE OF THIS AGREEMENT:

- Academic collaboration in terms of DADB supporting the institution in developing curriculum and content for engineering courses of mutual interest.
- Introduction of elective or value-added courses at the institute with international collaboration.
- Execution of DADB's edutainment courses by German Professors and Industry experts at the institution.

- DADB supporting internationalization of the institution based on subscription.
- DADB providing opportunities for students and faculty members to attend summer/winter school-oriented training at German universities.
- DADB will organize events within the institution as needed, addressing mutual concerns.

The development and implementation of specific activities based on this MoU will be separately discussed and agreed by both parties.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the services on the terms specified herein.

SIGNED for and on behalf of the DADB  
INDIA PRIVATE LIMITED by its duly  
authorised delegate:

SIGNED for and on behalf of the METHODIST  
COLLEGE OF ENGINEERING & TECHNOLOGY by  
its duly authorized delegate:




\_\_\_\_\_  
Dr. Carsten Schröder  
CEO

\_\_\_\_\_  
Dr. Prabhu G Benakop  
**PRINCIPAL**  
PRINCIPAL METHODIST COLLEGE OF ENGG. & TECH.  
King Kotl Road, Abids, Hyderabad