

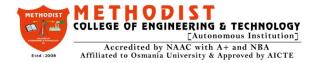


Memorandum of Understanding

Between PRAGYATMIKA, The Power of Intelligence and Methodist College of Engineering and Technology

April 25th, 2023 (Tuesday)





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.

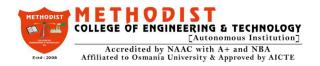
- 1. This MoU also intends to explore and understand mutual interest in the fields of research, training and development and interaction with students to disseminate knowledge and exposure to industry.
- 2. And to strengthen the industrial training environment and relevant industrial certifications for 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, Machin 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.

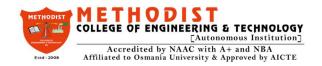
The MCET is approved by AICTE, New Delhi and affiliated to Osmania University, Hyderabad. The college is accredited by NAAC grade A+ and all undergraduate B.E. Programs are accredited by NBA. The UGC has granted autonomy to the college for ten years with effect from Academic Year 2021-2022. The MCET 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 fulltime 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



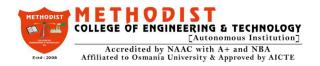


- to mentor students for various National & International level technical challenges / symposiums at their own interest and expenses. The sponsorship / scholarship support may be arranged by PRAGYATMIKA
- to assist in placement of screened students through the means of Industry connects, on the job training, 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 PRAGAYTMIKA 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.

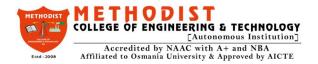
No Assignment:

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

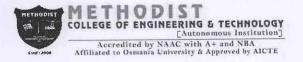
Both the parties shall hold and maintain the confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Both the parties shall carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required 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 th APRIL 2023 PRINCIPAL EHREST COLLEGE OF ENGG. & TECH King Kod Road. Abids, Hyderabad	PuparottAT 25th APRIL 2023