

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**PYGENICARC, Bangalore - India**

**&**



**K S School of Engineering and Management**

**FOR**

**TECHNICAL TRAINING AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 09th DAY of February - Two Thousand and Twenty Four (09/02/2024), by and between

M/s. PYGENICARC, Bangalore - INDIA with registered office at #203, SB Orchids View Apartment, 3<sup>rd</sup> Main, Netaji Road, Uttarahalli, Bengaluru- 560061, Karnataka – India with TAN No: BLRP32788A as THE FIRST PARTY represented herein by its CEO/ Director - Business Development – Mr. HANUMANTHA REDDY G N [hereinafter referred as 'First Party' (PARTY 1)].

AND

K S School of Engineering and Management No.15, Mallasandra, Off. Kanakapura Road, Bengaluru- 560109, Karnataka, India AICTE Registration No : 1-5279601, as THE SECOND PARTY represented herein by its Professor and HOD, Dept of Computer Science and Engineering - Dr. K Venkata Rao (hereinafter referred to as "Second Party" (PARTY 2). The Second Party is seeking Technical 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 PYTHON, WEB Applications and DevOps to gain practical knowledge by utilizing the services made available only for the Offline/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 any technical 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:



- 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 technical Programs.
- c) To conduct FDP for the eligible staff members of PARTY 2
- d) Guiding students of PARTY 2 towards their participation in the technical Training Programs that are included in each semester / final semester as internship and other technical related activities.
- e) 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.)
- f) Practical/ Internship training of PARTY 2 students and staff, at PARTY 1 facility.
- g) Providing Lab environments and experience on projects at PARTY 1 facility.
- h) 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 , ELearning platform (<https://pygenicarc.in>) , 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. 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 **e-learn cloud based platform** shall not be shared by its trainee / 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 IT industry and Engineers/Students doing 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 09th February 2024 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 program 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 (PYGENICARC) reserves the right to substitute an instructor(s)
- g) Course prices are subject to change without notice
- h) Once you accept and have your staff enroll 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:



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



**Dr. K. Rama Narasimha** **Dr. K. RAMA NARASIMHA**  
 Principal/Director Principal/Director  
 K S School of Engineering & Management K S School of Engineering and Management  
 Bengaluru - 560 109 Bengaluru - 560 109


**PARTY ONE (1):**  
 By signing this MOU, I also confirm that, I am authorized to sign on behalf of, PYGENICARC, Bangalore-INDIA

**For PYGENICARC**

Signature:   
**Director**

Name: **Mr. Hanumantha Reddy**  
 Title: CEO/ Director – Business Development

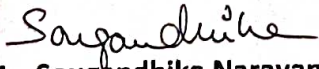

**PARTY TWO (2):**  
 By signing this MOU, I also confirm that, I am authorized to sign on behalf of, K. S. SCHOOL OF ENGINEERING AND MANAGEMENT

Signature:   
 13/2/24

Name: **Dr. K Venkata Rao**  
 Title: Professor and HOD, Department of Computer Science & Engineering.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Name of PARTY 1 : PYGENICARC, Bangalore-INDIA</b>	<b>Name of PARTY 2 : K. S. SCHOOL OF ENGINEERING AND MANAGEMENT</b>
Address #203,S B Orchids View Apartment, 3 <sup>rd</sup> Main, Netaji Road, Uttarahalli, Bengaluru- 560061, Karnataka – India	Address No.15, Mallasandra, Off. Kanakapura Road, Bengaluru 560109, Karnataka, India
Contact Details: 9019172345	Contact Details: 9343751362
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Web: <a href="http://www.pygenicarc.in">www.pygenicarc.in</a>	Web : <a href="http://www.kssem.edu.in">www.kssem.edu.in</a>

Witness	
 <b>Ms. Sougandhika Narayan</b> Assistant Professor	 <b>Ms. Amitha S</b> Associate Professor