

This Memorandum of Understanding (“MOU”) is entered into at effective as of 24.02.2022, by and between:

Avaali Solutions Private Ltd, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, SV Towers, #27, 80 Feet Road, 6th Block, Koramangala, Bangalore – 560095 and hereinafter unless the context otherwise requires be referred to as “Avaali”.

And

K S Institute of Technology, having its registered office and campus at 14, Raghuvanahalli, Kanakapura Main Road, Bengaluru- 560109 hereinafter unless the context otherwise requires be referred to as “K S S E M”.

WHEREAS K S S E M and Avaali having felt the need to provide the learners with the trainings which may lead to enhanced skills, Avaali and K S S E M agree to collaborate through the Avaali Academic Initiative Program.

WHEREAS K S S E M and Avaali agree that all discussions between K S S E M and Avaali are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

Now therefore this MOU witnesses:

1- DEFINITIONS

K S S E M, shall include, unless repugnant to the context otherwise require, its associates-
_____.

“Faculty” hereby refers to Training Staff of K S S E M

“Students” hereby refers to all the students of K S S E M

“Program(s)” hereby refers collectively to Avaali Academic Initiative Program that includes initiatives like Process Mining, VIM Solution Management, Vendor Portal Management, Business Process Automation etc. for Engineering, IT & MCA students of colleges and Universities.

Academic Initiative Course as agreed with K S S E M for which K S S E M students or faculty members will receive training

“Software” or “Product” means the Avaali computer software packages identified for introduction in the Program

“Courseware” hereby refers to books or education material given in any form like soft copies like PDFs etc.

2. Foreseen benefits of the collaboration

a) K S S E M

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class automation Software
- Opportunity to learn from the practitioners in the industry
- Opportunity to setup a joint and co-branded Lab on the campus with Avaali, focused on various specialty areas like Business Process Automation, process mining etc
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from Avaali time to time
- Opportunity to conduct various seminar and workshops with Avaali in the institution

b) Avaali

- Availability of skilled resource pool armed with Automation Software skills that Avaali may want to evaluate for recruitment
- Propagation of Automation Software and technology knowledge & skill to various students and faculty members

3- TERMS AND CONDITIONS

a) Courseware and Training

Avaali, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Academic Initiative courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by Avaali.

Under this MOU, K S S E M also assures Avaali that it will enrol its students and/or faculty members taking Avaali Academic Initiative courses every year from the effective date of the signing this MoU provided that K S

S E M students qualify for enrolment based on passing assessment tests that Avaali will conduct. It will also be the endeavour of the K S S E M management to initiate the process of Avaali Academic Initiative courses to be included in their curriculum in case it has not been included so far.

b) Software & Hardware

The application on which trainings shall be conducted will be provided by Avaali and shall be the responsibility of Avaali subject to K S S E M provides the requisites Hardware and OS required to run these applications. The requisite Hardware and Operating System Details are listed in Annexure A below.

Any other related software requirements as well as incremental hardware requirements, as listed in Annexure A shall remain the responsibility of K S S E M

4 - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

5 – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of two (2) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case Avaali is providing training then Avaali to complete the batch in session irrespective of termination period / date, subject to all the payments and other obligations having been met by K S S E M in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by Avaali, any software or courseware licenses granted to K S S E M by virtue of this MOU, shall also stand automatically terminated without any further act of parties. K S S E M will also return or destroy at Avaali's discretion, all material provided by Avaali including courseware slides, soft copy courseware provided by Avaali towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by K S S E M that become due by virtue of this MOU, prior to termination.

6 – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other.

7 – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to the Head of K S S E M and Business Development Head, Academic Initiative for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The status of any such arbitration shall be Bengaluru. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

8– GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

Avaali shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on K S S E M premises as well as training attendance records maintained by K S S E M. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by Avaali.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by K S S E M and will not be disclosed to any third party without the prior written consent of Avaali. Notwithstanding the foregoing, K S S E M may make such disclosure to the extent required by law, court or statutory authority, in which case K S S E M will promptly inform Avaali to allow Avaali a reasonable opportunity to obtain a protective order. Avaali and K S S E M agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Provided that both parties agree to issue any press release, publicity or media interaction pertaining to this MoU signing or Avaali activities on campus which could be issued based on prior approval of the content from both parties. The use of Avaali Logo shall be subject to prior written permission by Avaali and under the terms of the applicable agreement such as Trade Mark License Agreement executed between K S S E M and Avaali or Avaali's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

K S S E M shall maintain at all times, a one-point contact for the Avaali trainings being conducted at the institution. Any change in the contacts below will be promptly notified to Avaali.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

For K S S E M

Name: Dr. K. Rama Narasimha

Designation:

Signature: Dr. K. Rama Narasimha

For Avaali Solutions Private Ltd

Name:

Designation

Signature _____

Annexure A

Hardware and Software required to run Applications

1. Minimum 4GB Ram and i5 processor
2. Storage space on HDD
3. Uninterrupted Power supply
4. Licensed version of Windows OS/Any other Legitimate OS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 31st day of January 2022 Between **Texas Review (SK Training and Consulting Services)** having its corporate head-office at 4th floor, HM Zeta, 11th main road above Burger King, 4th T Block East, 4th Block, Jayanagar, Bengaluru - 560011 (hereinafter referred to as "**Texas Review**") represented by its Partner, **Mr. Kartheek Namburi**

And

- **K.S. School of Engineering Management Bengaluru** having its campus at Near Holiday Village Road, Vajarahalli Village, Mallasandra, off, Kanakapura Rd, Bengaluru, Karnataka 560109. And represented by its Principal **Dr. K.RAMA NARASIMHA** (which expression shall mean and include its successors in office and assigns).

Both parties desiring to promote and develop co-operation in overseas admission, research and education, intend by this agreement to establish a program of educational co-operation, student and faculty exchange. This is an Exclusive Agreement for Overseas Education Consulting, Processing on and off-Campus.

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bengaluru@texasreview.in

HM Zeta, 4th floor, 11th Main road, Aurobindo Marg,
4th T block east, Jayanagar 4th block, Bengaluru,
Karnataka- 560011.

6. Semester-wise Seminars/Webinars

Texas Review will conduct a seminar/Webinar every semester in the college campus, to give a detail overview and insights to students about the entire process, and our aid towards their migration. These seminars will be done department or batch-wise depending on the college's convenience and mutual understanding.

7. Mock Interview

Texas Review team of experts will organize a mock interview to the students who are processing to USA, UK, Australia, Canada, New Zealand etc., exactly as it would be done by the visa officials. During the interview students will experience a real-time feel of the environment with the same standards, as how it is in embassy, for the best-possible results.

8. Travel & Foreign Exchange:

Texas Review will also provide assistance with the various nuances of migration such as, in terms of their air tickets, Medical Insurance, foreign exchange at a reasonable price, among a few.

9. Post landing Services

Texas Review assist students even after a student arrives in the host country. Our services span across basic ones such as airport pick-up ranging to make-shift accommodations, student references, Part-time job opportunities etc.

10. Liaison with Foreign Universities and Colleges

Texas Review will work on collaboration between foreign Universities and the Colleges for the following on a need-basis:

1. Student Exchange Programs.
2. Faculty Exchange Programs.
3. Training Programs.
4. Creation of HELP DESK in the Campus for student's operational convenience.
5. Foreign Delegates Visits and Seminars.
6. Industrial Visits and Educational Tours.
7. Students Tours for overseas universities campus visits

The parties agree that K.S. School of Engineering Management will provide the following services and support (but not limited) to Texas Review

- Permission for conducting awareness programs on “Education Abroad” through seminars, workshops, spot admissions etc. on campus.
- Required infrastructure for conducting on campus training for GRE, GMAT, SAT, IELTS, TOEFL, PTE etc. courses. (if required in future, based on mutual understanding)
- Permission for setting up a help desk for students’ operational convenience.
- Branding, co-branding and promotional activities on campus.
- Assigning a program coordinator for one-point communication and smooth functioning.
- Opportunity to conduct various educational or migration related events in the college campus.
- Association of Texas Review as ‘education partner’ for various college events.

Course Fees & Payment Pattern

The course fee per student for each course offered is decided and mutually agreed upon by both the parties. Furthermore, Texas Review will provide a lower than usual fee-structure for the students of the college; as part of this agreement.

The course fee and the payment pattern are available in the ANNEXURE – 1. The student shall pay the course fee directly to Texas Review before the start of the course. Student can make payment by **Cheques/DD/Cash** payable at Jayanagar branch in the name of **SK Training and consulting services** as per the schedule detailed in ANNEXURE – 1. As per our policies, no refund will be initiated once a student enrolls with us.