

**MEMORANDUM OF UNDERSTANDING (MoU)
1st JAN, 2024**

BETWEEN



PYGENICARC, Bangalore - India

AND



**Department of Artificial Intelligence & Data Science
K S School of Engineering and Management**

FOR

PRODUCT DEVELOPMENTS AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1st DAY of January - Two Thousand and Twenty-Four (01/01/2024), by and between

M/s. PYGENICARC, Bangalore - INDIA with registered office at #203, S B Orchids View Apartment, 3rd 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

Department of Artificial Intelligence and Data Science, K S School of Engineering and Management No.15, Mallasandra, off. Kanakapura Road, Bengaluru- 560109, Karnataka, India, as THE SECOND PARTY represented herein by its Professor and HOD, Dept of Artificial Intelligence and Data Science – Mr. Manjunath T K (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 develop the required products, educate the Trainee / Student in the field of AI, Machine Learning Techniques, Data Science, PYTHON, WEB Applications and DevOps to gain practical knowledge by utilizing the services made available only for the Offline/Online/ Blended/ Virtual learning process, internships and any other technologies.

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) PARTY1 will guide the students to develop projects/Products from the scratch. Responsibility of PARTY1 is to delivering the products as per the schedules.
- b) Practical/ Internship training of PARTY 2 students and staff (FDPs) with respect to the selected Courses.
- c) To conduct joint webinars/workshops at PARTY 2 premises to bring awareness of the technical Programs.
- d) To conduct FDP for the eligible staff members of PARTY 2
- e) 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.
- 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 , 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 2 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/products only have the right to use the confidential information for educational purposes during the course of Training/Product Development Period.



15. 

- 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 1st JAN 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 with respect to mutual discussions.
- 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 will be legally binding on the staff, students, management and faculty of PARTY 2:



15. 

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,

PYGENICARC, Bangalore-INDIA

Signature: 

For PYGENICARC

Name: Mr. Hanumantha Reddy G N

Director

Title: CEO/Director – Business Development

Date: 01/01/2024

PARTY TWO (2):

By signing this MOU, I also confirm that, I am authorized to sign on behalf of dept of Artificial Intelligence and Data Science,


Signature: 

HOD
Dept. of Artificial Intelligence & Data Science
K S School of Engineering & Management
Bangalore - 560 109.

Title: Assoc. Professor and HOD,
Dept of Artificial Intelligence and Data Science

Date: 01/01/2024

I am authorized to sign on behalf of K S School of Engineering & Management

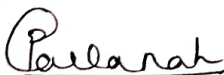
Signature: 

Dr. K. Rama Narasimha
Principal/Director

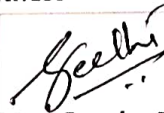
01/01/2024
Dr. K. RAMA NARASIMHA
Principal/Director
K S School of Engineering and Management
Bangalore - 560 109

Name of PARTY 1 : PYGENICARC, Bangalore-INDIA	Name of PARTY 2 : K. S. SCHOOL OF ENGINEERING AND MANAGEMENT
Address #203,S B Orchids View Apartment, 3 rd Main, Netaji Road, Uttarahalli, Bengaluru- 560061, Karnataka – India	Address No.15, Mallasandra, Off. Kanakapura Road, Bengaluru 560109, Karnataka, India
Contact Details: 9019172345	Contact Details: 9980733337
E-mail : info@pygenicarc.in	E-mail : hod.ad@kssem.edu.in
Web: www.pygenicarc.in	Web : www.kssem.edu.in

Witness



Mrs. Pavana H
Assistant Professor,
Department of AI&DS



Mrs. Geetha PS
Assistant Professor,
Technical Co Ordinator,
Department of AI&DS



MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding made and entered into on this date 28/02/2024 by and between:

DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, an entity incorporated under the laws of India and having its principal place of activity at Bengaluru, India represented by its Principal.

AND

MEVI TECHNOLOGIES LLP, Tumkur, an entity incorporated under the laws of India and having its principal place of business at Opposite to check post, Vidyanagar, Badavanahalli OMU1 Tumkur-572112, represented by Mr. Vijay B.R

WHEREAS

A. DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, is engaged in providing technical education to Engineering students, through academic and holistic approach focusing on commitment to value-based education and workforce development.

B. MEVI TECHNOLOGIES LLP having registered office at Opposite to check post, Vidyanagar, Badavanahalli OMU1 Tumkur 572112 is leader in the field of design and development of quality products for Educational Institute and customized solution provider for Industries.

DELIVERABLES

By signing this MOU, DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, and MEVI TECHNOLOGIES LLP, Vidyanagar, Badavanahalli OMU1 Tumkur- 572112, agree to work jointly in the following areas:

1. Conducting short-term and long-term training programs for students of UG.
2. Conducting of Internship / Professional Practice for students.
3. Conducting the Student Development Program (SDP)
4. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) For Faculty.
5. Conducting of Guest Lectures for students and Faculties.



MEVI TECHNOLOGIES LLP



AICTE Registered



ISO 9001:2015 certified



Registered

6. Technical assistance for UG Students projects.

The above activities are carried out with mutual acceptance and within the rules and regulations of the participating institutes.

PRICES AND PAYMENTS

By signing this MOU, there is no financial commitment to DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, or to MEVI TECHNOLOGIES LLP, Vidyanagar, Badavanahalli OMU1 Tumkur.

However, the Training and Workshop Program are not free of Charge. DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, and MEVI TECHNOLOGIES LLP, Vidyanagar, Badavanahalli OMU1 Tumkur, will mutually decide on the registration fee to be paid by the candidate at the time of registration for the programs.

TERMS AND CONDITIONS:

1. If the training/workshops is held at the premises of MEVI Technologies, then the candidates have to make their own arrangements for food, accommodation and travel.
2. If the training/workshop is held at the premises of DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru- 560109, will take care of the Local hospitality of maximum TWO resource persons deputed from MEVI Technologies, Tumkur.
3. Jointly MEVI Technologies-Tumkur and DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE of K.S SCHOOL OF ENGINEERING AND MANAGMENT -Bengaluru will issue participation certificates to all the candidate at the end of the program.

TERMS of AGREEMENT AND TERMINATION

- This MOU shall come into effect from the date of last signature, and shall remain in force for a period of TWO years. The same can be renewed on mutual agreement by both the parties, if required.
- Each party shall have the right to terminate this MOU upon 30 days prior written notice if the other party is in breach of any material obligation under this MOU.



MEVI TECHNOLOGIES LLP



AICTE Registered



ISO 9001:2015 certified



Registered

MISCELLANEOUS

Any notice given by one party to the other shall be deemed properly given if specifically acknowledged by the receiving party in writing or when delivered to the recipient by hand, registered mail during normal business hours to the following addresses:

A. The Principal,

K.S SCHOOL OF ENGINEERING AND MANAGEMENT

Holiday Village Road, Vajarahalli Village, Mallasandra, off, Kanakapura Rd, Bengaluru, Karnataka 560109

B. MEVI TECHNOLOGIES LLP having registered office at

Opposite to check post, Vidyanagar, Badavanahalli OMU1 Tumkur 572112

IN WITNESS WHEREOF, each of **K.S SCHOOL OF ENGINEERING AND MANAGEMENT** Holiday Village Road, Vajarahalli Village, Mallasandra, off, Kanakapura Rd, Bengaluru, Karnataka 560109 and **MEVI TECHNOLOGIES LLP, Vidyanagar, Badavanahalli OMU1 Tumkur 572112** has caused this MOU to be signed and delivered by its duly authorized representative.

	Mevi Technologies LLP	K.S SCHOOL OF ENGINEERING AND MANAGEMENT	DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE	
Name:	VIJAY. B.R	DR. BALAJI. B	MANJUNATH. R.K	PS GEETHA
Designation:	Co-founder	Associate Director PRO Admissions	Prof. & HOD	Asst. Prof.
Place	Bengaluru	Bangalor	B'lore	Bengaluru
Signature with Seal		 Principal / Director K.S. School of Engineering & Management Bangalore-560 062	 HOD Department of Artificial Intelligence & Data Science K.S. School of Engineering & Management Bangalore - 560 109.	
Date:	28/02/2024	28/2/2024	28/02/2024	28/02/24