

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 01 day of June 2018, by and between:

**Srinivas Institute of Technology (SIT), Mangaluru** an entity incorporated under the laws of India and having its Principle place of activity at Mangaluru, India represented by its Principal. (Hereinafter referred as "SIT").

AND

**CloudE**, having its Registered Office 2687/2, 5th Cross, Kalidasa Road, VV Mohalla, Mysuru - 570002, Karnataka (hereinafter referred as "CloudE"):

**SIT and CloudE** shall be hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

### **WHEREAS**

- A. **SRINIVAS INSTITUTE OF TECHNOLOGY, Mangaluru** is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to Personality development and intellectual growth.
- B. **CloudE** is a fast growing IT solution entity working from two platforms, one aiming at training solutions and the other at product solutions. CloudE Product Solutions Arm (CPA) offers product solutions and consulting services in Embedded, Software Testing, Software/Hardware Product Development, Web Designing Java, Android and many other domains relevant to the industry.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

**NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:**

### **1. Scope**

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between **SIT** and **CloudE** in various areas of mutual interest and benefit.

1.2 The primary goals are:

- Impart practical-oriented training, tailored for industry needs following hybrid
- model of top-down and bottom up approaches
- Create an atmosphere for the self-learning of the subject, one is most interested in
- Grooming students to be industry ready
- Assist students in placements and to face job interviews
- Provide consultations and tailor-made project solutions to the industry
- Provide opportunity for a fully guided internship
- Provide industry standard guidance for project works
- Performance evaluation and Interview pre-screening

2.1 SIT and Cloude will establish a “Core Consulting Team”. Both the Parties shall ensure that the “Core Consulting Team” comprises of appropriate personnel from both parties to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.

2.2 SIT shall be represented by Principal along with the team of designated faculty members as and when necessary.

2.3 Cloude shall be represented by Mr. Mahesha Padyana, Founder & Chief Executive Officer

2.4 The Parties hereby acknowledge and agree that “Core Consulting Team” will meet at least once in three months (every quarter) to ensure successful implementation of all programs mutually agreed to in the areas mentioned in this MoU. Dates are to be decided by mutual consultation.

3. Responsibilities of SIT:

- a. To provide necessary laboratory and class room infrastructure with Hardware, Software and a designated Faculty In-charge for conducting the program.

- b. To identify and make available interested students internally as desired by SIT to participate in the program.

4. **Responsibilities of CloudE :**

- a. To provide industry experts as resource person for the training programs.
- b. To train SIT students on best industry practices and develop competency in one or more of topics such as Basic Computer Science and C or C++ Programming for beginners, Advanced C or C++ Programming with Integrated Software Engineering, Hardware Design, Embedded System, IoT, PCB Design, Software Engineering, Software Testing and test automation, Java Programming, Android programming Database: SQL Server, MySQL Administration, Oracle Architecture ASP, Data Structures, Project Management, Web Design and development, HTML, XML, PHP, Python and Perl Scripting Automation, Robotics, VLSI etc at minimal cost in the SIT campus.
- c. To work with SIT and industry to bring in more consulting / campus recruitment opportunities.
- d. To work closely with industry to provide support in advanced training in software testing with latest software tools for UG (CSE, ISE & ECE) programs of SIT.
- e. To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.
- f. To bring additional kits, boards and other technical infrastructure for conducting the program at reasonable price.

5. **Joint responsibilities of SIT and CloudE**

SIT and CloudE jointly agree:

- a. To closely work together to bring paid Workshop/Training opportunities for Colleges nearby. The workshops will be technically supported by CloudE. Travel and accommodation of the trainers/trainees will be taken care either by college or CloudE decided on case to case basis.



- b. If any project carried out in a joint venture leads to a potential Product/service, then incubation centre terms and conditions will be laid down on CloudE
- c. In case of additional funding required to develop expertise on consulting, SIT and CloudE to put up joint project proposal for funding by govt or any other agencies.
- d. To work towards success of projects and relationship fostering
- e. To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.

## **6. Terms and Termination**

6.1 This MoU shall come in to effect from 01<sup>st</sup> day of June 2018, and shall remain in effect for a period of thirty six (36) months. After a period of thirty six months, MOU can be further extended on mutual agreement.

6.2 Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.

## **7. Confidentiality**

7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.2 The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

## **8. Commercial**

The commercials for each consulting/Training opportunity shall be:

- I. Training fee structure will be fixed by both the parties.
- II. The Cost for the Board/ Kits /other training materials shall be charged to the students and upon completion of the

program, training material shall be handed over to the institution to create their own lab. (The training fee shall include this cost).

- III. The minimum strength of students required to run the On Campus Training Program is 40 students per program and maximum strength shall be 60.
- IV. Taxes applicable as per the Government on the fees
- V. Food & Lodging Facility for **CloudE** Experts during training will be provided by CloudE .

## 9. Intellectual Property Rights:

9.1 This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties.

9.2 SIT will give the right of first refusal for the Fore ground Intellectual Property developed via this MoU to **CloudE** . In case **CloudE** is not interested in acquiring this IP, SIT would be free to use the IP as deemed fit by SIT.

9.3 SIT, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **CloudE**.

9.4 Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided here under for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

## 10. Arbitration

10.1. In the event of any dispute or differences arising at any time between the Parties hereto as the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and

Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Coimbatore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

**11. Governing Law and Jurisdiction.**

11.1 This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection there with shall be submitted only to the Courts in Mangaluru, India.

**12. Non Solicitation**

12.1 SIT shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of CloudE, who is involved in the performance of its obligations under this MoU.

**13. Binding**


13.1 This MoU shall be binding on the Parties.

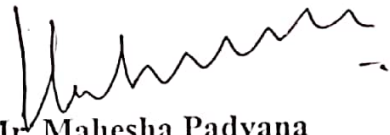
13.2 The Parties hereby acknowledge that this MoU is confined to the general terms agreed between the Parties for mutual co-operation.

**14. Entire Understanding**

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.


IN WITNESS THEREOF, each of Srinivas Institute of Technology, Mangaluru and CloudE, having its Registered Office 2687/2, 5th Cross, Kalidasa Road, VV Mohalla, Mysuru - 570002, Karnataka has caused this MoU to be signed and delivered by its duly authorized representative.

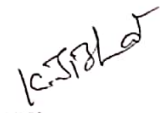
  
Dr. Shrinivasa Mayya D  
Principal,  
SIT, Valachil  
Mangaluru-570018

  
Mr. Mahesha Padyana  
Managing Director  
CloudE, Mysuru -18

Date: 01-06-2018  
Place: Mangaluru

Date: 01-06-2018  
Place: Mangaluru

  
Witnesses  
Shivakumar G  
HOD - CSE

  
Witnesses  
Janardhana Bhat  
HOD - DSE