



**SRINIVAS  
UNIVERSITY**

**-- Karnataka State--**

**CREATING INNOVATORS**

**MOU's 2017- 2018**

**SRINIVAS UNIVERSITY**

SRINIVAS CAMPUS MUKKA, MANGALORE – 575 001

KARNATAKA STATE – INDIA

[www.srinivasuniversity.edu.in](http://www.srinivasuniversity.edu.in)

# Srinivas University

**Number of functional MoUs with institutions/ industries in India and abroad for an internship, on-the-job training, project work, student /faculty exchange, and collaborative research.**

***MoUs are divided based on the following heads.***

1. Teaching Learning
2. Research Quality
3. Skill Development
4. Experience-based Industry Learning

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# MEMORANDUM OF UNDERSTANDING BETWEEN

**AEZION**

SRINIVAS UNIVERSITY, MUKKA

AND

AEZION TECHNOLOGIES,  
BANGALORE



This Agreement made and entered into on this **3rd May 2017** between **Srinivas University** (hereinafter called SU) situated at Mukka, established under A. Shama Rao Foundation and **AEZION Technologies Pvt. Ltd.**, (hereinafter called "COMPANY") with its registered office at Bangalore.

A. Shama Rao Foundation's Srinivas Group of Colleges is a growing Group of educational institutions providing quality professional education in the fields of Engineering, Business Management, Hotel Management, Physiotherapy, Pharmacy, Nursing, Hospitality Sciences & Education. Through well qualified faculty team and state-of-art facilities the Group provides best possible training to the students and the Group through its foreign collaborations aims at providing education that matches global standards.

AEZION Technologies is a custom software development company, which is a subsidiary of AEZION Inc, Texas, USA. It has a strong R&D workforce and they deliver global standard customer software solutions for various clients across industries such as Medical, Fitness, Industrial, Construction, Social Media, Transportation, and Commercial Business.

## 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is to provide a formal basis for:

- AEZION to provide community service to SU students by sharing knowledge on IT industry needs/trends, and technology capabilities.
- SU to engage with IT experts from AEZION and bring the necessary changes in learning patterns and focus areas for SU students.

## **2. PROPOSED MODES OF COLLABORATION & PURPOSE**

SU and AEZION propose to collaborate through

- a. Organizing industry awareness sessions to spread awareness among students and faculty of SU on the latest trends and needs in the IT industry.
- b. Further nurturing top talent of SU by providing necessary technical know-how, guidance, and R&D projects. The eligibility criteria for selection will be as per norms of AEZION.
- c. Providing internship opportunities for a limited number of deserved students depending on the resource needs that may arise at AEZION.
- d. Executing R&D projects (depending on the viability from AEZION end), which may be carried out wholly at SU or at premises of AEZION or partly at SU and partly at AEZION.
- e. Participating in college events, particularly technical events where the experts from AEZION may add a value through evaluation, judgement, or through technology showcasing.

## **3. TECHNICAL AREAS OF COLLABORATION**

The principal technical areas of collaboration between SU and AEZION are the latest technologies being used in WEB and MOBILE applications development.

## **4. CONFIDENTIALITY**

- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. Any publicity/branding that either party does in social media during the 1 year period must be in written agreement with the other party before it is executed.

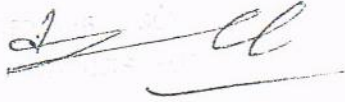
## **5. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, if entering a R&D agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

On behalf of

**SRINIVAS UNIVERSITY, MUKKA**

By



Name : CA.A.RAGHAVENDRA RAO

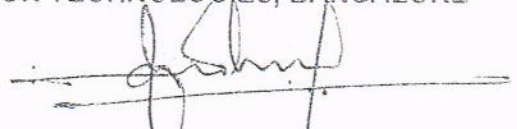
Title : CHANCELLOR

Date : 3<sup>RD</sup> MAY 2017

On behalf of

**AEZION TECHNOLOGIES, BANGALORE**

By



Name : RAVI KIRAN PONNAMUDI

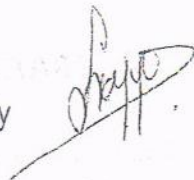
Title : CHIEF OPERATING OFFICER

Date : 3<sup>RD</sup> MAY 2017

Witness :

1. Dr. Anilkumar  
Registrar, Srinivas University

2. Dr. Shrinivasa Mayya D  
Registrar- Evaluation, Srinivas University



## **6. TERMS AND TERMINATION**

This MOU, unless extended by mutual written agreement of the parties, shall expire 1 year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 4 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## **7. RELATIONSHIP**

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## **8. ASSIGNMENT**

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## **9. COSTS OF THE MOU**

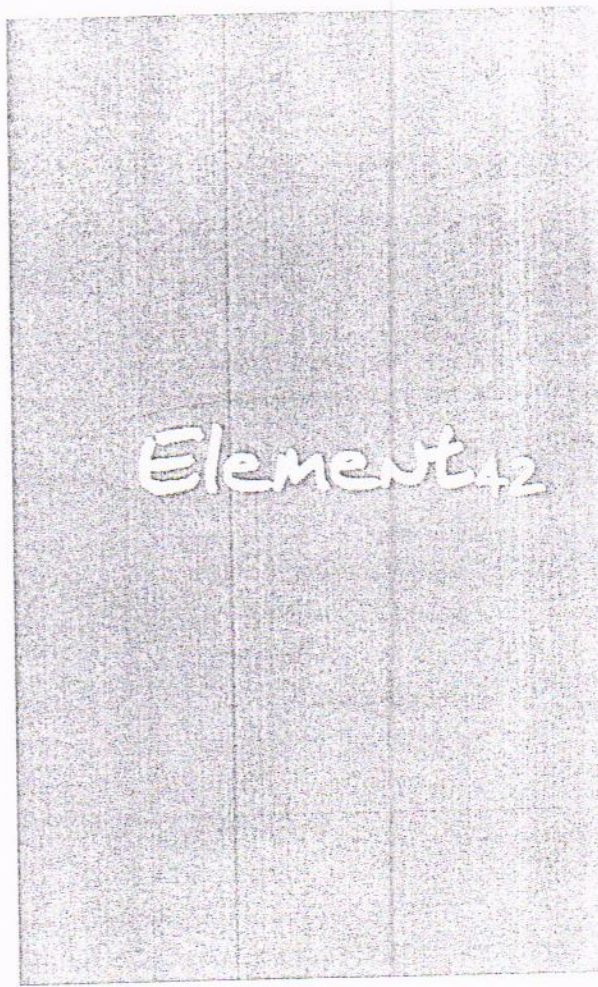
SU shall bear the respective costs of carrying out the obligations under this MOU.

## **10. SIGNED IN DUPLICATE**

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

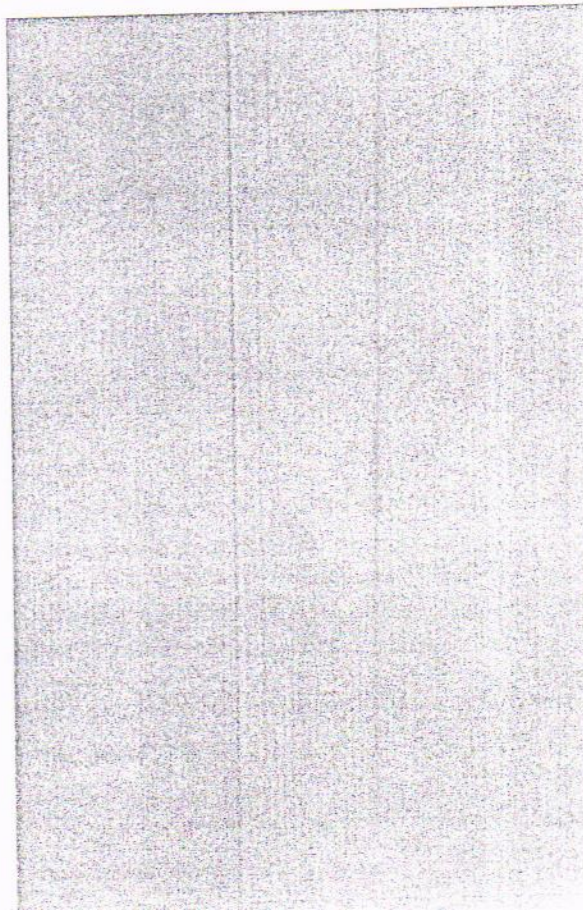
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# Memorandum of Understanding

Srinivasa University, Mangalore

Element42 Management Solutions Pvt Ltd., Bangalore





सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Karnataka

e-Stamp

Certificate No. : IN-KA35784751988896P  
Certificate Issued Date : 18-May-2017 04:23 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ HANUMANTH.NGR/ KA-BA  
Unique Doc. Reference : SUBIN-KAKAKSFCL0820165077352616P  
Purchased by : ELEMENT 42 MANAGEMENT SOLUTIONS PVT LTD  
Description of Document : Article 37 Note or Memorandum  
Description : M O U  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SRINIVASA UNIVERSITY MANGALURU  
Second Party : ELEMENT 42 MANAGEMENT SOLUTIONS PVT LTD  
Stamp Duty Paid By : ELEMENT 42 MANAGEMENT SOLUTIONS PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

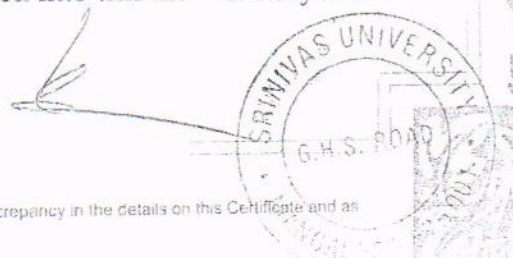
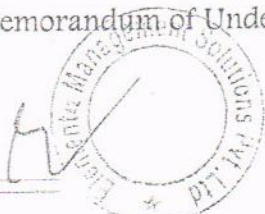


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MEMORANDUM OF UNDERSTANDING

For  
Designing, Printing and supply of Technology Enabled Certificate Stationery (e-Paper).

This Memorandum of Understanding (MOU) is entered into this 22<sup>nd</sup> of May 2017  
Between



Statutory Alert:

- 1 The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.



MOU for Design, Print and supply of  
Technology Enabled Certificates and Transcripts

Srinivasa University is a private university established by Karnataka state Govt. Act No.42 of 2013, recognised by UGC, New Delhi, having its Administrative Office at G.H.S. Road, Mangalore – 575 001, Karnataka, India represented by its Chancellor (herein after referred to as 'Buyer')

And

M/s Element42 Management Solutions Pvt. Ltd., a Company registered under the Indian Companies Act 1956 with CIN: U92200KA2013PTC069443 having its Registered Office at Asha Complex, No. 19 and 19/1, Old No.134, 3rd Floor, 9th Cross Road, 12th Main, 50ft Road, Hanumanthanagar, Sunkenahalli Village,, Bengaluru Karnataka, India - 560050 represented by its Director Mr. Mahantesh Kumar (herein after referred to as 'Vendor').

The Buyer and the Vendor are together referred to as Parties.

Whereas the Buyer is well established educational Institution and is offering Graduate, Post Graduate and Research Programs in various disciplines. In line with Technological changes across Globe and its impact, the Srinivasa University also decided to adopt advance Technology for issuance of Graduation Certificates and Marks Cards to its students and

Whereas the Vendor is in the business of Designing, Printing and supplying of Technology enabled computer stationery with identified feature for verification of authenticity of documents made thereon and the Vendor affirms that it has been so authorized by its Memorandum and Articles of Association and

Whereas the Vendor has successfully supplied / delivered / implemented the said services to other Institutions/ Universities in India and is willing provide the said services to the Buyer on such terms and conditions as may be specified hereunder and

Whereas Vendor has submitted the Technical and commercial proposal and based on Technical and commercial discussions between the Parties and in due recognition by the Vendor of the accountability and responsibility involved in the supply/ delivery of the said supply/service

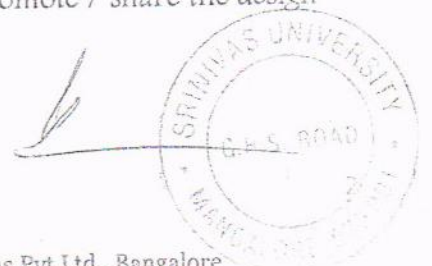
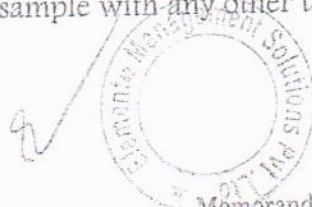
This Memorandum of Understanding entered in to between the Parties witnesses as hereunder:

1. Appointment of Vendor

The appointment of M/s Element42 Management Solutions Pvt. Ltd., as Vendor for supply of Technology Enabled Certificate Stationery will come into force with effect from the date of this Agreement contained in this MOU. The Vendor has confirmed and accepted to perform its duties and obligations as set out in this MOU.

2. Design Service:

Srinivasa University may specify its own design for the Certificate/Marks cards or may require the Vendor to design or modify the same as per the existing Template and Design or instruction provided by University until its final approval. All such approved designs shall be owned by University having absolute proprietary rights and the Vendor shall not promote / share the design sample with any other university or institution.



3. Printing and Supply Services:

The Vendor shall supply Technology enabled (Microchip embedded) Blank Certificates and Marks Cards with Security features and fixed Data as per the pre-approved design and specifications. In case University requires vendor to print the variable data, the vendor shall print the variable data with high-end digital printer as per the pre-approved template and for which the University has agreed to pay Rs.8/- (Rupees Eight) plus Tax per Certificate or Marks Cards. The University shall share the variable data in softcopy format for the purpose of printing and verification by third party. Both parties understand that variable data is confidential in nature and hence parties agreed to enter into separate Non-Disclosure Agreement with specific legal terms. However, if University is printing the variable data, University may share the variable with Element42 for the purpose of verification.

4. Delivery of Certificate/Marks Card Stationery - (Document Delivery):

- i. The Vendor shall deliver the Certificate/Marks Card Stationery within 30 working days of placing the order by the Buyer, along with advance and approval of design sample.
- ii. The Certificates / Marks Cards to be delivered by the Vendor shall be in sealed waterproof cloth lined envelopes addressed to the Controller of Examinations, Srinivasa University, "Srinivasa Campus", Valachil, Mangalore - 574143 marked 'Confidential' and must attach within a delivery slip detailing full description of the contents with running serial number of the bar-coded documents.
- iii. The delivery must be done preferably by Vendor's own personnel to a responsible official at the Office of the Controller of Examinations and should be only against acknowledgement duly recording the full signature name, designation of the person delivered to with time of delivery. If circumstances necessitate despatch of the documents through Courier, the name of the Courier and the consignment code number must be promptly informed by email to the Controller of Examinations at [srinivasa@gmail.com](mailto:srinivasa@gmail.com) or [principalsit@srinivasagroup.com](mailto:principalsit@srinivasagroup.com)
- iv. Prompt delivery of the documents will constitute the essence of this MOU and hence any delay thereof shall be sufficient ground for termination of the MOU.

5. Rates and specification of Convocation / Provisional / Gold Medal Certificates and Marks Cards;

- i. Paper size : A4
- ii. Quality of the Paper: Parchment Paper
- iii. Thickness of the Paper: (g/m<sup>2</sup>) 180-220 GSM
- iv. Security features: To be decided by the Buyer. The finally approved security features shall form the part of this MOU.
- v. Final Design and Samples: to be approved by the Buyer and vendor shall supply certificates / Marks cards as per the approved samples only.
- vi. Rate: Rs. -70/- (Rupees Seventy) per Unit excluding taxes as may be applicable.
- vii. Anti-Counterfeit -Electronic Security Feature: To digitally verify the authenticity, each document must be embedded with unique digital electronic number/signature with the help of microchip which supports strong security (ECC based authenticity, at least 7 byte manufacturer ID, at least 16 bit password and ASCII counter).



MOU for Design, Print and supply of  
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- viii. **E Verification feature:** Information should be made available from a secured cloud server for any external agency/ institution, who seeks to verify the document. The verification process should support hardware token based authentication with commonly available devices like smartphones to confirm originality of the document and its content. (Verification by easily printed/copied/ replicated features such as 1D or 2D bar codes are not acceptable) The verification should support payment gateway for the purpose of collecting fees towards the service

**6. Quantity:**

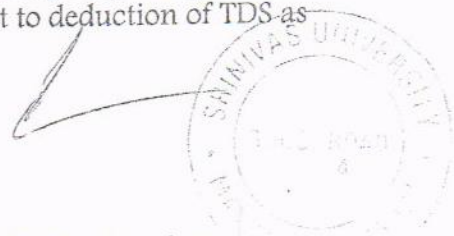
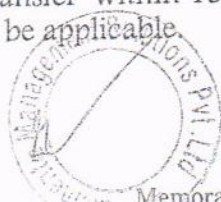
Both the parties have agreed that quantity of Certificates or Marks Cards for each academic year may vary. Therefore, during the contract period, the University, as and when required, shall place purchase order with required quantity & delivery period with Element42.

**7. Period / duration of the MOU and termination:**

- i. This MOU including the cost of supply/ service (rate specified in Clause 6) shall remain valid for FIVE years from the date of signing this MOU. Subject to satisfactory performance of the Vendor, and on expiry of five years, the validity period of the MOU may be renewed for such period and on such terms and conditions as the Parties may mutually agree.
- ii. The MOU may be terminated by the Buyer under Clause 4(d) without notice and under the following circumstances:
- iii. The Vendor breaches any of the conditions/obligations under this MOU and fails to rectify the breach within reasonable time, by serving one month's notice.
- iv. The products and services delivered by the Vendor is significantly different from the specification mentioned in this MOU/Proposal/approved samples and failed to be rectified within reasonable time, by serving one month's notice.
- v. There is material change in the constitution of the company of the Vendor, by serving one month's notice
- vi. There is Misuse or sharing of the Buyer information in breach of Clause 10 hereto by the Vendor with third-party with or without commercial interest which will lead to immediate termination.
- vii. The Vendor is blacklisted by any other Institution including the Buyer, (for breach of Clause 11) which will lead to immediate termination.
- viii. The Vendor is declared insolvent or a proceeding against the Vendor is initiated for the purpose which will lead to immediate termination.
- ix. The Buyer decides to discontinue the MOU by serving one month's notice. This may be done by the Vendor as well subject to completion of all pending Order/s.

**8. Payment and Statutory levies:**

There shall be payment of 50% of the value as advance against each Purchase Order/Indent. The balance of 50% shall be paid on submission of bills (taxable invoice along with acknowledged delivery challans) by the Vendor in respect of satisfactorily completed Orders and shall be paid by the Buyer by cheque/DD/ or transfer within 15 working days of its receipt subject to deduction of TDS-as may be applicable.



**9. Non-Disclosure Agreement for information security:**

The Vendor hereby accepts full confidentiality of all information about the policies of or in relation to this MOU that may be either made available by the Buyer or that may come in to Vendor's knowledge during the course of performance of this MOU and that the Vendor shall not share or part with such information with any third party including employees of the Vendor except for and to the extent required for performance of this MOU, and for parties who seek verification of the information pertaining to the document, via the ePaper solution.

Likewise, the Buyer hereby agrees the Vendor has certain products and/or solutions that contain intellectual property not limited to patents, patent applications, research, products, processes, software or any other information which would, under the circumstances, appear to a reasonably confidential and that the Buyer agrees not to copy or reverse engineer, decompile or attempt to derive the composition or underlying information or disassemble any of the Vendor's products and/or solutions.

**10. Fraud and Corrupt Practices:**

The Vendor, its agents, representatives and its employees shall observe the highest standards of ethics and shall not engage in any corrupt, fraudulent, coercive, restrictive or such other undesirable practice (collectively the "Prohibited Practices") that will directly or indirectly result in adverse impact on the reputation or image of the Buyer .

**11. Non-Exclusivity:**

Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency, or other such relationship. Both parties agree that this MOU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from entering in to similar MOU/s with any other Institution though however either party shall not disclose the contents of this MOU to any third party without express consent of the other.

Either party shall not to use the name of other party including of its departments, faculty members or employees or staff of other party, in any publicity, advertising or news release without the prior written approval of the other party.

**12. Communication:**

All communications including notice of termination or dispute that may be arise under this MOU shall be to the following designated persons of the Parties or to such other person/s as may be authorised by the designated persons. Any communication by email must emanate only from the notified email id of the designated person or from notified email id of the authorised person. No communication otherwise than as aforesaid shall be recognised by the Parties.

Designated Person for the Buyer: Vice Chancellor

Designated Person for the Vendor: Mahantesh Kumar, Director

**13. Dispute resolution:**

Any dispute between the Parties on matters concerning the MOU (including its interpretation) shall be resolved by mutual discussion and legal recourse shall be only as last resort, in which case the matter shall be submitted for Arbitration as per the applicable laws.



MOU for Design, Print and supply of  
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IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have carefully gone through the contents of this Memorandum of Understanding (MOU) and have signed and put their seals hereof in agreement to all the terms and conditions therein on the day and year first above written.


For SRINIVASA UNIVERSITY



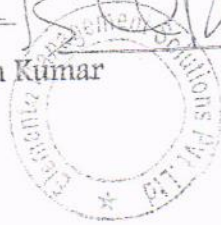
Shri CA.A.Raghavendra Rao  
Chancellor



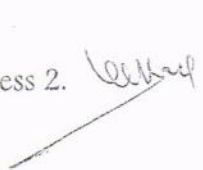
For ELEMENT42 MANAGEMENT SOLUTIONS PVT. LTD



Mr. Mahantesh Kumar  
Director



Witness 1  (Dr. P.S. Aiyappa)

Witness 2.  Lakshmi Chinnah

## **IHG Academy** **Memorandum of Understanding**

This **IHG Academy Memorandum of Understanding (“MOU”)** is made by and between **InterContinental Doha and the Organization – Srinivas College of Hotel Management, Mangalore, Karnataka, India** as defined respectively in Addendum A hereto, effective as of the date set forth in Addendum A hereto.

WHEREAS, IHG - INTERCONTINENTAL HOTELS GROUP has created a program known as the “IHG Academy,” which is developed and operated in collaboration with educational and/or community institutions around the world, the purpose of which is to provide individuals with skills development and opportunities to gain work experiences at IHG’s corporate offices or in hotels owned or operated by IHG or its affiliates; and

WHEREAS, InterContinental Doha and the Organization desire to work together in the development and delivery of an IHG Academy (the “**Hotel Internship Program for – Srinivas College of Hotel Management, Mangalore, Karnataka, India**”); and

WHEREAS, the purpose of this MOU is to formalise the collaboration between InterContinental Doha and the Organization in the development and delivery of the Program;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, and other good and valuable consideration, the parties agree as follows:

### **1. PURPOSE AND OBJECTIVES**

The Parties agree that the purpose of the collaboration is to establish the Program with the following objectives:

- 1.1 To introduce and familiarize individuals participating in the Program (“Hotel Internship”) with the hospitality industry.
- 1.2 To create a potential placement pipeline for potential recruits for InterContinental Hotels Group or its franchised hotels.
- 1.3 To enhance community relationships and generate positive publicity for the Hotel, Organization and InterContinental Doha.

### **2. PRINCIPLES OF COLLABORATION**

The Parties agree to adopt the following principles in relation to the Program:

- 2.1 The collaboration shall remain flexible so that while the Parties shall act jointly to promote and/or offer the Program, each Party retains the right to act independently of the other.
- 2.2 Each Party shall establish and adhere to the terms and conditions set forth in this MOU to ensure that the Program is delivered as required.
- 2.3 The collaboration will be characterized by open communication between the parties. The parties agree to share information, experience, materials and skills to learn from each other and develop effective working practices.

- 2.4 Nothing in this MOU shall operate to prevent each Party, either alone or with others, from offering other educational programs and services.
- 2.5 The Parties will operate in good faith to support achievement of the objectives of the Program.
- 2.6 The Parties will cooperate in good faith to ensure the Program does not violate either party's internal procedures and regulations or any applicable laws.

### 3. ROLES AND RESPONSIBILITIES

The roles and responsibilities of Organization and InterContinental Doha are defined in Addendum A hereto.

### 4. EMPLOYMENT STATUS

The Parties acknowledge and agree that a Participant's participation in the Program, including any internship, traineeship or work experience or work shadow placement with InterContinental Doha or at an hotel branded or managed by InterContinental Doha, does not create an employer/employee relationship between the Participant and InterContinental Doha or any of its affiliates or subsidiaries. Participants in the Program shall not be entitled to participate in any InterContinental Doha employee benefit plans, including but not limited to, pension, profit sharing, retirement, deferred compensation, welfare, insurance (unless required by local applicable law), disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

### 5. TERM & TERMINATION OF AGREEMENT

- 5.1 This MOU shall commence on the effective date set forth in Addendum A and shall terminate upon mutual agreement of the Parties.
- 5.2 Notwithstanding paragraph 5.1, either Party may terminate this MOU and the Program for any reason and without penalty, upon thirty (30) days' written notice to the other Party.
- 5.3 Notwithstanding any other provisions of this MOU, InterContinental Doha may terminate this MOU and the Program if Organization does, or omits to do, anything, which in the sole opinion of InterContinental Doha, brings the name or reputation of InterContinental Doha, its brands or hotels into disrepute or prejudices the interests of the business of the InterContinental Doha or if the Organization does not operate in the spirit of the IHG Academy and according to the roles set out in Addendum A.

### 6. INTELLECTUAL PROPERTY

- 6.1 For the purposes of this MOU, **Trademarks** means the trademarks "IHG" and "IHG Academy" (in whatever form) and **Intellectual Property** means any and all rights available to InterContinental Doha under patent, copyright, software, trademark, service mark, trade name, domain name, industrial design, or trade secret law or any other statutory provision or legal principal with respect to intellectual property rights, including rights in or to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, database, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the above, in any form whether or not specifically listed herein and whether registered or unregistered, which may subsist in any part of the world, for full term of such rights including any extension to the term of such rights.
- 6.2 During the term of this MOU, InterContinental Doha hereby grants a non-exclusive license to Organization to use the Trademarks for non-commercial purposes only and solely in connection with providing the IHG Academy but not otherwise (the "License"). Organization shall not authorize any other party to use any of the Trademarks and may not

grant any licenses or sub-licenses for any of the Trademarks. The License is non-assignable and non-transferable by Organization.

- 6.3 Notwithstanding any other provision of this MOU, nothing in this MOU shall be construed or interpreted to permit organization to use or otherwise be granted a license to use any of the Intellectual Property except for the Trademarks and except solely in relation to the operation and marketing of the Program.
- 6.4 Without limiting paragraph 6.2 above, Organization acknowledges that the grant of the License is non-exclusive and that InterContinental Doha may use the Trademarks and the Intellectual Property or license others to use Trademarks and the Intellectual Property in any manner that the InterContinental Doha deems necessary or appropriate including, without limitation, in connection with the ownership, operation, management or marketing of InterContinental Doha hotels and other IHG Academy programs.
- 6.5 Organization shall only use the Trademarks in connection with the operation and advertising of the Program. The Program shall be described as a public/private collaboration with InterContinental Doha to provide hospitality skills development and potential recruitment opportunities and shall not be described as being associated with any other system of hotels.
- 6.6 The Trademarks shall be used in connection with the IHG Academy only during the Term of this MOU, or otherwise only in the manner approved by InterContinental Doha and in such manner as shall preserve and protect InterContinental Doha's ownership of or interest in, as relevant, the Trademarks and the Intellectual Property and the value and distinctiveness of the Trademarks and the Intellectual Property.
- 6.7 Organization shall not adopt, use, register or seek to register the Trademarks or any Intellectual Property or any trademark, service mark, trade name or proprietary or type designations which, in InterContinental Doha's sole opinion, are similar to or likely to cause confusion with any of the Trademarks or the Intellectual Property in any jurisdiction. All goodwill associated with use of the Trademarks by Organization pursuant to this MOU shall inure to the benefit of IHG or its nominee.
- 6.8 Without limitation to any of the preceding paragraphs, each Party shall retain exclusive rights to any copyright materials contributed by it to the Program pursuant to this MOU.

## 7. CONFIDENTIALITY

- 7.1 All information disclosed to Organisation, other than that which is in the public domain, will be held confidentially and used only for the purposes expressed in this MOU. Such information shall not be revealed to third parties without the prior written consent of InterContinental Doha.
- 7.2 Except as otherwise agreed to in writing, any correspondence, transaction and/or any dealing with regards to the subject matter of this MOU shall be made and kept strictly confidential between the Parties.

## 8. STATUS

Nothing in this MOU is intended to, or shall be deemed to make, or constitute, either Party as partner, agent or joint venturer of the other, or entitle or authorise either Party to pledge the credit of the other and neither will have the power to obligate the other or enter into any commitments for or on behalf of the other.

## 9. NOTICE



Any notice required by this MOU shall be deemed to have been properly given when sent by registered or certified mail postage prepaid return receipt requested, or by a nationally recognized courier or overnight delivery service, designed to obtain a receipt, to the following:

Middle East	InterContinental Doha 223 Lusail Street, Al Dafna, West Bay, P.O. Box 2822 Doha, State of Qatar
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To Organization: As set forth in Addendum A

Each party agrees to provide written notice to the other party of any change of address.

#### 10. MISCELLANEOUS

- 10.1 This contract shall be governed by and construed according to the laws of the locality in which the InterContinental Doha office listed in Section 9 above is located.
- 10.2 This MOU contains the entire agreement between the parties, and there are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written between the parties other than those set forth herein. Any modifications of this MOU shall not be binding upon either party hereto unless and until the same have been made in writing and executed by all of the parties hereto.
- 10.3 This MOU shall bind and inure to the benefit of the parties and their successors and assigns.
- 10.4 In the event a court of competent jurisdiction declares any provision of this MOU to be unenforceable, all remaining provisions of the MOU shall remain in full force and effect.
- 10.5 Execution of this MOU by means of facsimile signatures shall be deemed as binding as though same were manually signed.
- 10.6 This MOU may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, which together shall constitute the MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed.

**For: Intercontinental Doha**

Company Stamp:

<hr/> <b>Anne Maingi</b> Training Manager	<hr/> <b>Cora Beleno Aguillon</b> Area HR Director Northern Gulf - Qatar, Bahrain and Kuwait	<hr/> <b>Phillip Stathkias</b> Area Director of Finance & Business Support - Qatar, Bahrain and Kuwait	<hr/> <b>Andreas Pfister</b> Director Of Operations – North Gulf - Qatar, Bahrain and Kuwait
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**For: Srinivas College of Hotel Management, Mangalore ,Karnataka, India**

Company Stamp:

<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position
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## ADDENDUM A

The Program set forth in this Addendum A shall be created by IHG and Organization subject to the terms and conditions of the MOU by and between InterContinental Doha A and Organization.

1. **Entities.**

a. "IHG" shall mean:

**InterContinental Doha, a managed Hotel of InterContinental Hotels Group incorporated in MIDDLE EAST, acting in its capacity as the manager and operator of InterContinental Doha ("Hotel").**

b. "Organization" shall mean **Srinivas College of Hotel Management, an Institution organized under the laws of Mangalore, Karnataka, India (Country).**

2. **Effective Date.** The effective date of the MOU shall be 22<sup>nd</sup> October 2017.

3. **Roles & Responsibilities**

A. **Roles & Responsibilities of InterContinental Doha.** The roles and responsibilities of InterContinental Doha with regard to the Program are as follows:

- a. Give members of the local community the opportunity to develop skills and improve their employment prospects in connection with one of the world's most global hotel companies.
- b. Provide an internship, traineeship or work experience or job-shadowing placement, giving participants skills and real experience of working in a hotel or corporate office.
- c. Provide performance feedback and a recruitment discussion, giving participants an opportunity to experience the job interview process, and improving their chances of finding a job in the hotel industry.
- d. Enter up to date information on the number of participants into the IHG Academy.com website so that InterContinental Doha can track numbers of Participants for internal and external reporting purposes.

B. **Responsibilities of Organization.** The roles and responsibilities of Organization with regard to the Program are as follows:

- a. Identify participants for the IHG Academy program.
- b. Provide to InterContinental Doha a summary of the Organization's selection and screening process for participants in the Program.
- c. Identify positive opportunities to speak externally about the IHG Academy program and provide case studies where possible.
- d. Upon request InterContinental Doha, complete a self-assessment survey of the Program and provide such reasonable supportive documentation as InterContinental Doha may request.
- e. The Organisation appoints the following person as the placement coordinator for the good supervision of the participant from the organisation:

Name: Sandilya Kasinadhuni  
Position: Training & Placement Co-Ordinator  
Email address: [trg\\_placementschm@srinivasgroup.com](mailto:trg_placementschm@srinivasgroup.com)

- f. The organisation shall follow the course of the placement by maintaining regular contact with InterContinental Doha overseer and the participant. To this end the school placement coordinator shall visit the participant at the company. Furthermore, the school placement coordinator shall conduct an evaluation discussion with the participant at least twice per placement period.
- g. Before commencement of the placement signatories to this agreement shall make agreements concerning the criteria on the basis of which the placement is to be evaluated. The placement supervision shall be involved in the evaluation of the placement in the manner customary to the school.
4. **Duration of the placement;** The participant placement will take place at InterContinental Doha during the period(s) agreed upon by InterContinental Doha and the Organisation; the duration should not be less than One Month, excluding holiday entitlement and public holidays.
5. **Nature of tasks and activities;** The activities of the participant comprise the following: 90% of the assigned duration available will be used for **training on the job** in their respective departments while 10 % of the duration, will include class room training.
6. **Working hours;** The participant working hours will correspond to the working hours applicable to the department(s) where the participant is placed, unless and insofar that agreement has been made otherwise and where this does not conflict with the regulations in question.
7. **Remuneration, board and lodging, insurance**
- a. InterContinental Doha shall not offer any amount of remuneration/salary for the Internship program.
- b. InterContinental Doha will be not be responsible for the payment of legal administrative procedure on the costs of medical and visa and/or work permit for internships lasting longer than **90 days**. Any such cost shall be covered by the Participant.
- c. InterContinental Doha will be responsible for uniforms and the Laundry services for the uniforms and meals of the participants during the duration of Internship
- d. InterContinental Doha will be responsible for the cost of accommodation which will include electricity, water and internet fees. The Participant shall be entitled to a **sharing room (3 to 4 Colleagues in a room)** at the Colleague Accommodation. The participant is required to sign an Accommodation Agreement for the accommodation that you are assigned.
- e. The Participant shall be responsible for accident insurance, cost of travel, tickets, freight (if any) for all participants.
- f. The Participant takes care of his/her own health insurance.
8. **Counselling/assessment;** InterContinental Doha appoints a person as the company program overseer for the good supervision of the participant in InterContinental Doha during the duration of the program:

Name: **Anne Maingi**  
Position: **Training Manager**  
Email address: [anne.maingi@ihg.com](mailto:anne.maingi@ihg.com)

9. The company program overseer shall conduct an evaluation discussion with the participant once a month during the placement period. Where necessary the participant shall be actively supervised by the department overseer. During the placement the participant shall be given sufficient opportunity to fulfil his/her educational obligations.
10. **Absence;** The participant shall report his/her absence due to sickness or other reasons to the company overseer before the first hour of duty whenever possible on the first day of absence. If the participant remains sick for a longer period he/she shall duly inform the company overseer and if this continues for more than a week, also the school placement coordinator
11. **Medical examination;** The participant will co-operate to a medical examination, if the fulfilment of the function demands special requirements in the area of medical suitability. The protection of health and safety of the participant and third parties during execution of duties fall under medical suitability of the function. The costs involved, unless otherwise stipulated, are for the account of the company.
12. **Disputes/problems;** In the event of disputes or problems arising during the placement, the participant initially approaches the company overseer. If it is not possible to solve the dispute or problem with the assistance of the company overseer, it will be referred to the school placement coordinator, which in turn will refer it to the school Committee.
13. **Other obligations of the participant**
  - a. The participant is obliged to observe the company rules and regulations regarding order, safety, health and confidentiality and to avoid all unsafe actions.
  - b. Submit reports as required for InterContinental Doha should first be submitted to the company overseer for perusal and signature.
  - c. Company property, including correspondence and notes regarding company affairs, should be handed over to the company overseer by the participant at the end of the placement period.
  - d. The participant and school placement coordinator have an obligation to confidentiality concerning all company information related to InterContinental Doha.
  - e. In the event that the participant/Organisation withdraws/cancels internship, the participant shall reimburse any cost borne by InterContinental Doha relative to their program. This will include Visa, Medical and related expenses.
14. **In the Event of Death:** Repatriation and life insurance are the responsibility of the Partner.
15. **Termination**
  - A. This agreement terminates:
    - a. at the end of the agreed period
    - b. if the trainee leaves the organisation
    - c. if signatories to this agreement mutually agree in writing 30 days' prior
    - d. if the company overseer/trainee so wishes, provided that the procedure as specified in point 12 above (Disputes/problems) has been followed without a solution being reached for the problem/dispute which has arisen
    - e. upon the death of the trainee
    - f. in the event that InterContinental Doha being incorporated due to bankruptcy/ dissolution/ other operation needs.
    - g. In the event that the reputation of either of the contracting parties are at stake.

- B.** InterContinental Doha is entitled to immediately terminate this agreement if
- The participant fails, according to the judgement of InterContinental Doha, to follow the regulations or instructions from the InterContinental Doha overseer
  - The participant and/or school placement coordinator fail to comply with the obligation for confidentiality as intended in point 13 above (Other Obligations of the participant) in respect of InterContinental Doha
  - The participant behaves in such a manner that InterContinental Doha cannot reasonably be expected to continue to lend its co-operation to the placement
  - InterContinental Doha, for reasons of its own, is not reasonably able to lend further co-operation to the placement.
- C.** The Organisation is entitled to terminate this agreement immediately and to recall its trainee if it judges that the placement is not proceeding according to the placement programme.
- D.** InterContinental Doha will not be held responsible for any financial or other consequences of delays caused by termination, cancellation or postponement of an internship due to any causes beyond the control of the host.

#### **Further stipulations**

All parties have acquainted themselves with and subscribed to the General Stipulations appended to this agreement and being a part of it.

**Notice to Organization.** Notice to the Organization shall be sent to the contact information below and notwithstanding point 11 above (Medical Examination) of the MOU electronic mail to the Organization shall be deemed effective delivery:

**Srinivas College of Hotel Management:**

**IHG – InterContinental Doha:**

By:

By:

Name: **Sandilya Kasinadhuni**  
Title: **Training & Placement Co-Ordinator**

Name: **Anne Maingi**  
Title: **Training Manager**

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

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

**For: Intercontinental Doha**

Company Stamp:

<hr/> <b>Anne Maingi</b> Training Manager	<hr/> <b>Cora Beleno Aguillon</b> Area HR Director IHG Northern Gulf - Qatar, Bahrain and Kuwait	<hr/> <b>Phillip Stathkias</b> Area Director of Finance & Business Support – Qatar/Kuwait	<hr/> <b>Andreas Pfister</b> Director Of Operations IHG Northern Gulf - Qatar, Bahrain, Kuwait & Oman
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**For: Srinivas College of Hotel Management, Mangalore, Karnataka, India**

Company Stamp:

<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position	<hr/> <b>Name</b> Position
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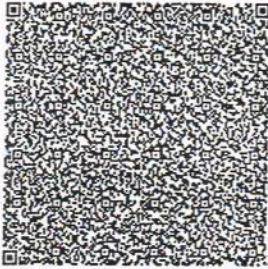
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA40625629894498P  
Certificate Issued Date : 04-Dec-2017 02:48 PM  
Account Reference : NONACC (FI)/ kacrsf108/ HAMPANKATTA/ KA-DK  
Unique Doc. Reference : SUBIN-KAKACRSFL0833901660472393P  
Purchased by : SRINIVAS UNIVERSITY  
Description of Document : Article 5. Agreement relating to Sale of Immoveable property  
Description : M O U  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SRINIVAS UNIVERSITY  
Second Party : INURTURE EDUCATION SOLUTION PVT LTD BANGALORE  
Stamp Duty Paid By : SRINIVAS UNIVERSITY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



-----Please write or type below this line-----

**Memorandum of Understanding**

Between

**Srinivas University**

Administrative Office : G H S Road, Mangaluru - 575001

&

**iNurture Education Solutions Pvt. Ltd**

Niton Compound, No. 11/4, Block B 1, Palace Road, Bangalore 560052, Karnataka

This Memorandum of Understanding is made on this 4<sup>th</sup> day of December 2017 between



Page 1



**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at [www.ncilestamp.com](http://www.ncilestamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the Certificate.
3. In case of any discrepancy please inform the Competent Authority.



Srinivas University , having their Main Engineering campus at, Srinivas Nagar, Mukka, Suratkal, Mangaluru – 575023 & city campus at, Pandeshwar, Mangaluru, 575001, represented by its Vice Chancellor – Dr. P. S. Aithal, as the First Party (hereinafter referred to as “University” or the “First Party”)

And

iNurture Education Solutions Ltd., having its registered office at Niton Compound, No. 11/4, Block B 1, Palace Road, Bangalore 560052, Karnataka, represented by its Vice President – Mr. Srinivas Shinde (hereinafter referred to as iNurture or the “Second Party”).

**WHEREAS**, Srinivas University believes that academic excellence can be created through a convergence of student interest, faculty expertise, quality services, well maintained infrastructure, positive learning environment and effective leadership.

Srinivas University would be a trend setter in fostering young talent from among the deserving poor offering them means. Thus, the dream of ideal education can be realized by breaking the barriers and making education transparent to all those who want and wherever they are. Srinivas University will fulfil its promise of quality education and “Transforming the Society through Innovative Education”

The campus possesses a fully equipped facility with sufficient classrooms & infrastructure to handle the additional responsibilities required under this MOU.

**WHEREAS** iNurture Education Solutions Pvt. Ltd, Bangalore, Karnataka is a registered company and has developed expertise in design & delivery of innovative, industry relevant job-oriented undergraduate & postgraduate programs through Universities and Autonomous Institutions in the fields of Animation and VFX , Information Technology, Mobile Applications, Marketing Leadership and Innovation & Financial Services and Analytics which are being successfully conducted in various Universities across India since 2005.

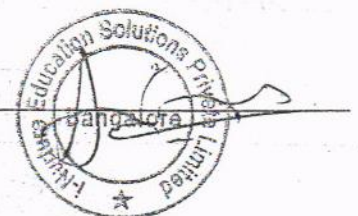
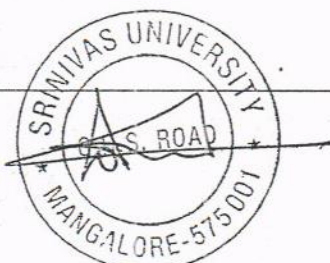
iNurture has the expertise, curriculum, courseware and study material and has approached the University for setting up the education programs within the latter’s campus.

Srinivas University has agreed to iNurture that it intends to provide suitable and sufficient class rooms and Computer Lab & infrastructure to impart the educational programs developed and designed by iNurture and approved by the University, to prospective students.

## 1. Proposed Programs

- o Proposed Programs listed in Annexure 1.

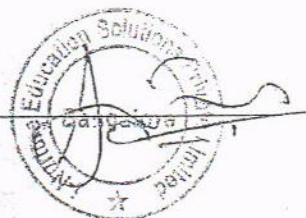
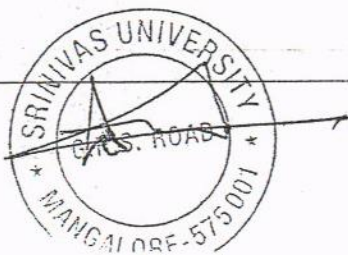
Both parties hereby have agreed to associate together and the parties have agreed on the following terms for cooperation.



**THE FOLLOWING OUTLINES THE RESPONSIBILITIES OF BOTH THE PARTIES**

**2. Responsibilities of FIRST PARTY (Srinivas University)**

- 2.1 First Party shall be responsible for providing all infrastructure facilities necessary for the conduct of the programs, (program wise infrastructure requirement given in annexure 5). Such facilities will be mutually agreed and include classrooms with projectors, library, computer labs equipped with computer systems, IT devices (Hardware and software required for specific courses) and access to other support facilities including printers, scanners and multimedia equipment, facsimile and internet facilities, faculty staff room, cabins for course coordinators, admission process administrators and counselor's room, rest rooms and such other facilities that may be necessary for promotions & delivery of the programs.
- 2.2 It shall be the responsibility of the First Party to accept applications for admission of enrolled students and process their applications. The eligibility criteria for students to be admitted to the program are set out in annexure 2. First Party shall be responsible for collecting the Program fees and providing fee receipts to the enrolled students acknowledging the payment for such fees.
- 2.3 Shall after receipt of the processed applications and fees, finalize the admissions as per rules and inform the registration/enrollment numbers of the students to Second Party.
- 2.4 Shall issue identity cards to all admitted students
- 2.5 Shall share prescribed percentage of fees as mentioned in clause number 7, from the Total program fees received from the enrolled students with Second Party.
- 2.6 Shall provide Second Party with detailed operational guidelines (written / printed) arising out of this agreement to be followed by Second Party for the implementation of the programs.
- 2.7 Shall bear the basic operational charges such as upkeep of class rooms, electricity, water charges and any tax liabilities etc.
- 2.8 Shall keep the First Party's website updated on information on the program offered jointly with Second Party from time to time. Such information shall be updated from time to time to reflect any changes in the programs offered.
- 2.9 Shall appoint / depute a responsible person as coordinator to ensure proper functioning of the unit set up to conduct the program covered under this MOU. The coordinator will also serve as one point contact for Second Party as far as working of the said unit is concerned.
- 2.10 The staff of First Party shall not tamper with the course materials either by way of

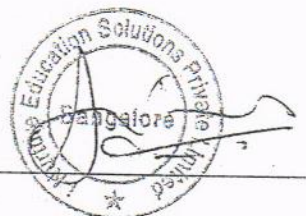


modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever. The appointment under this agreement does not entitle First Party, to any right or interest over the intellectual property of Second Party. It shall be the responsibility of First Party, to ensure that none of its employee's agents or representatives causes any infringement of the rights of Second Party.

2.11 The registered copyright owners of the course materials have suitable agreement with Second Party and the operation of this Agreement shall not operate to confer on First Party, any right, title or interest over the said material, and any supplements and additional materials that may be supplied to First Party, the said course materials shall be given over to only the students who are duly registered in the course/subject.

### 3. Responsibilities of SECOND PARTY (iNurture Education Solutions Pvt Ltd)

- 3.1 Second Party will be responsible for student acquisition, marketing, program design, development, course content, course execution and course up gradation in consultation with the First Party and approved by the Board of Studies and other bodies as per the University's existing rules.
- 3.2 Second Party will be responsible for faculty recruitment along with First Party as per the University Grants Commission (UGC) & AICTE norms. The appointment of such faculty shall be governed by terms set out in Annexure 4 (for financial terms)
- 3.3 The academic delivery will be controlled and monitored by Second Party as per the guidelines of the First Party and the faculty and guest lecturers shall be bound by the administrative directions, control and policy of the First Party.
- 3.4 Second Party Shall provide faculty with suitable training, education, skills, experience and other qualifications to deliver the programs and shall be responsible for the costs of training of the faculty.
- 3.5 Shall be responsible for providing appropriate learning materials to students through iNurture's Learning Management System (LMS).
- 3.6 Shall follow the course curriculum approved by the Board of Studies (BOS) instituted by the First Party
- 3.7 Shall be responsible for completion of both theory and practical training sessions of the course within the prescribed period for which admissions have been made.
- 3.8 Shall provide all possible assistance to First Party for the conduct of examination.
- 3.9 Shall assist in internal assessment of students, evaluate assignments and project reports and assess students' through the faculty under the given guide lines of the First Party and maintain appropriate record of the same. All expenses towards the same will borne by the Second Party.

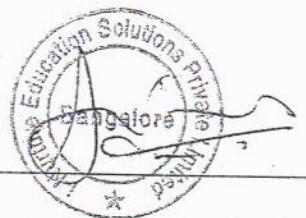


modification, servicing or otherwise manipulating the mechanism in any way or for any reason whatsoever. The appointment under this agreement does not entitle First Party, to any right or interest over the intellectual property of Second Party. It shall be the responsibility of First Party, to ensure that none of its employee's agents or representatives causes any infringement of the rights of Second Party.

2.11 The registered copyright owners of the course materials have suitable agreement with Second Party and the operation of this Agreement shall not operate to confer on First Party, any right, title or interest over the said material, and any supplements and additional materials that may be supplied to First Party, the said course materials shall be given over to only the students who are duly registered in the course/subject.

### 3. Responsibilities of SECOND PARTY (iNurture Education Solutions Pvt Ltd)

- 3.1 Second Party will be responsible for student acquisition, marketing, program design, development, course content, course execution and course up gradation in consultation with the First Party and approved by the Board of Studies and other bodies as per the University's existing rules.
- 3.2 Second Party will be responsible for faculty recruitment along with First Party as per the University Grants Commission (UGC) & AICTE norms. The appointment of such faculty shall be governed by terms set out in Annexure 4 (for financial terms)
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- 3.7 Shall be responsible for completion of both theory and practical training sessions of the course within the prescribed period for which admissions have been made.
- 3.8 Shall provide all possible assistance to First Party for the conduct of examination.
- 3.9 Shall assist in internal assessment of students, evaluate assignments and project reports and assess students' through the faculty under the given guide lines of the First Party and maintain appropriate record of the same. All expenses towards the same will borne by the Second Party.

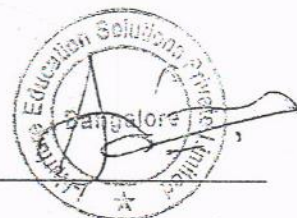
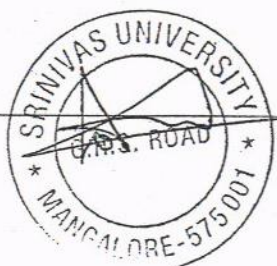


- 3.10 Shall be responsible for providing placement opportunities for students who successfully complete the program.
- 3.11 Shall be responsible to provide industry campus interaction, talk by industry guest speakers. All expenses towards organizing the session will borne by the Second Party
- 3.12 The prospectus containing all relevant information required by the applicant, along with the admission form shall be printed by Second Party at their cost, after consent from First Party with regards to its contents. The prospectus shall be sold and sale proceeds so realized shall be retained by Second Party.
- 3.13 Shall prepare publicity materials of the programs to be launched and display them in different media after ensuring that they are in conformity with the program. Such publicity materials should prominently display the name of the First Party and its logo, such advertisement materials must be approved by first party, prior to its publication.
- 3.14 Specific Admission notification and advertisement related only to the courses under this collaboration if published, after ensuring that they are in conformity with the University's Standards. The cost of such Advertisement will be borne by the Second Party.
- 3.15 Shall ensure adherence to quality standards prescribed by First Party and follow all the norms & procedures as set by the First Party.
- 3.16 Shall keep its website continually updated regarding the programs offered under this MOU.
- 3.17 Shall be responsible for admissions, marketing, course material development & distribution to students.
- 3.18 The Second Party realizes that the students being admitted under this Agreement will be regular and bonafide students of the First Party and the Second Party is therefore obliged to ensure that no action/inaction on its behalf should cause a loss of reputation or embarrassment to the First Party.

#### 4. JOINT RESPONSIBILITIES:

##### MARKETING RESPONSIBILITIES AND EXPENDITURE:

- a. The cost of specific admission notifications and advertisements related only to the programs under this collaboration if released will be borne by the Second Party. The notifications and advertisement shall be in conformity with the Partner University Standards.
- b. First Party, in consultation with the Second Party, shall include the programs launched under this MOU in its regular Advertisements. If any such advertisements are released, the cost of such Advertisement will be borne by First Party..



- c. The second party will at its own cost take care of Awareness & Direct Marketing campaigns for marketing of the programs listed in **annexure 1**.

**5. FEE STRUCTURE:**

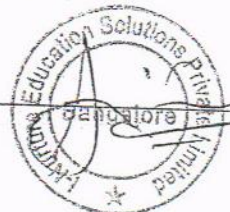
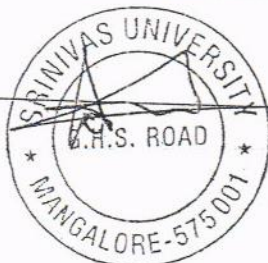
The tuition fee per student per year / semester will be prescribed jointly by First Party and Second Party and will be mentioned in **Annexure 3**

**6. REVENUE SHARE & PAYMENTS:** Revenue will be shared in the following ratio :

- A. For Year 1 & Year 2 of the collaboration, for the infrastructure & other services rendered, Srinivas University will get 35% of the Total fees
- B. For Year 1 & Year 2 of the collaboration, for the end to end services rendered, iNurture will get 65% of the Total fees.
- C. From Year 3 of the collaboration, for the infrastructure & other services rendered, Srinivas University will get 40% of the Total fees
- D. From Year 3 of the collaboration, for the end to end services rendered, iNurture will get 60% of the Total fees
- E. All expenses towards the Program Marketing, Students acquisition, program delivery & placement services will be managed by iNurture.

**7. PAYMENTS**

- 7.1 A designated collection account to be set up for deposit of the collaboration course fees.
- 7.2 iNurture representative will collect the fee from the students ( in form of DD & Cheque only ), and deposit the same with the Accounts department of the University at the time of admissions. For remaining semester fees, the standard process of fees submissions will be followed by the student.
- 7.3 For the operating year 1 & 2, The Collection account will have a standing instruction to automatically transfer 35% of the collection to the University Account & 45% of the amount deposited immediately to iNurture bank account. Though the share of iNurture is 65%, for year 1 & year 2 of the association the balance 20% will retained in the Collection account for



any reconciliation & salaries for iNurture Faculties , University Faculty being utilized for iNurture Programs on hourly rates, to be done on monthly basis.

- 7.4 From year 3 of the association, The Collection account will have a standing instruction to automatically transfer 40% of the collection to the University Account & 40% of the amount deposited in the Collection account immediately to iNurture bank account. Though the share of iNurture is 60%, the balance 20% will retained in the Collection account for any reconciliation & salaries for iNurture Faculties , University Faculty being utilized for iNurture Programs on hourly rates, to be done on monthly basis.
- 7.5 If the 20% amount retained in the collection account is less that the amount to be paid towards iNurture Faculty Salaries & the amount to be paid towards other utilization charges of University Faculty for the collaboration courses, iNurture will make a separate payment to the University with proper documentation for the same.

#### 8. ADMISSION CYCLE

Admission cycle will be as per the University norms. iNurture marketing team will interact with the University and finalize the admission time lines.

9. Annexure No 1, 2, 3,4 and5 on list of programs, eligibility, fee structure and faculty appointment and payment), as appended to this document will be considered as part of the MOU.

#### 10. EVALUATION:

Examinations shall be as per the ordinance of the University. The examination fee will be as per the standard University norms. First party will share the information about such notifications with the Second Party.

#### 11. DURATION OF THE AGREEMENT:

- a) This Agreement shall remain valid and binding upon both the parties for a period of 5 years, effective from the date on which it is signed, It may however be renewed if both parties are agreeable to the same. In the event of renewal, apart from signing of a fresh agreement fresh financial term shall be agreed to by mutual consent.
- b) If in any case, if either Party decide against further renewal of this agreement, after expiry of this agreement it shall be the responsibility of both First Party and Second Party to see that the students already studying (at the time of expiry of the agreement) shall continue and complete the course as per provisions of this agreement and for this purpose, the agreement shall be operative.



## 12. TERMINATION OF AGREEMENT:

The parties shall be entitled to terminate this agreement by mutual agreement

Either party shall be entitled to terminate this agreement in case of material breach by either parties of any of its obligations or representations and warranties under this agreement which remains un-remedied for a period of 45 working days. Additionally, either party may terminate the agreement by giving one year of notice if the performance is not found to be satisfactory. In case of Termination of the agreement, both parties shall execute their responsibilities as agreed in clause 11 (b).

## 13. LIABILITIES:

Both the parties, without any assurance from each other in respect of any minimum level of profits or return on investment has independently decided to enter into this agreement after evaluating the prospects and shall not raise any claim, charge etc. in case the targets and/or return on their investment is not achieved for any reason whatsoever.

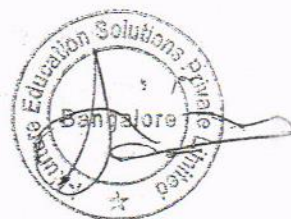
## 14. ARBITRATION:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultation and by written consent by the parties to the Agreement. In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be preferably at Mangaluru.

The term First Party and the Second Party aforementioned unless repugnant to the context shall mean and include their successors in office, authorized representatives and assignees etc.

## 15. JURISDICTION:

In the event of any disputes between the parties no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful, preferably in the courts at Mangaluru.





## 16. FORCE MAJEURE

- a) Notwithstanding herein before mentioned, this Agreement shall be deemed to have been suspended for the period during which and to the extent to which either Party hereto is prevented, hindered or delayed from performing any part of this contract by reason and any cause or circumstances of Force Majeure and which cannot be overcome by diligence and such affected party shall be excused from such performance to the extent that it was necessarily of events, such a happening or event shall include, but not be limited to Acts of God, any restriction, regulation, order, acts of omission or operation by any central, State, Local, Municipal or any other authority concerned, wars, fire, explosion etc. The Parties hereto recognize that the policy in relation to prohibition of any Central, State, Local, Municipal or any other authority concerned has a vital bearing on the ability of either of the Parties hereto in fulfillment of its obligations mentioned in the Agreement.
- b) Neither Party shall be liable to compensate any loss, damage or delay caused by war, riots, agitation, lock-outs, labor trouble or infrastructural deficiency, commotion, any other cause or contingencies beyond the reasonable control which prevents or delays it in performing any obligation incurred under or arising out of this Agreement.

## 17. AMENDMENT TO THE MOU

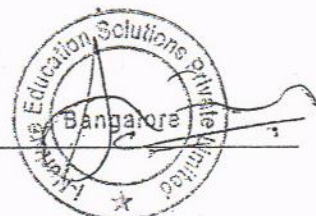
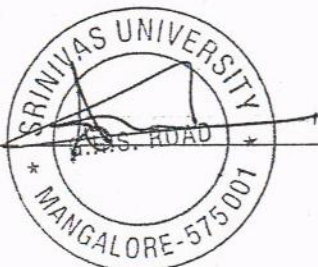
During the operation of the MOU, circumstances may arise which may call for amendment/alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

## 18. NOTICES

Any notice or other communication under or in connection with this agreement shall be in writing, in English and shall be transmitted by facsimile, e-mail or recognized courier service addressed to the intended recipients under this agreement.

## 19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and Agreement between the Parties with respect to the subject matter and supersedes any prior oral or written agreements,

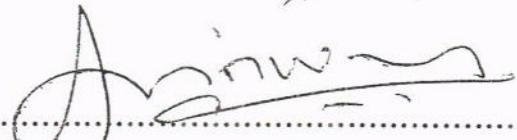
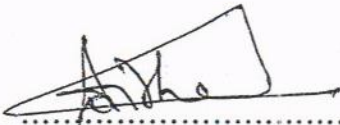


representation, arrangements, understandings or communication. Any amendment hereto will be in writing and signed by both the parties.

Having gone through each and every condition of this MOU and having understood it clearly both parties affix their signatures below as attesting to this deed on this 4<sup>th</sup> day of December 2017.

For Srinivas University

For iNurture Education Solutions Pvt. Ltd.



Name: - Dr. P S Aithal  
Designation: - Vice Chancellor

Name: - Mr. Srinivas Shinde  
Designation: - Vice President

Date: 04/12/2017

Date: 04/12/2017

Seal



Seal



Witness 1:-

Witness 1:-

Signature: -

Signature:-

Name: -

Name: -

Designation: -

Designation: -



### Annexure 1

#### PROPOSED LIST OF PROGRAMS for 2018 admission cycle

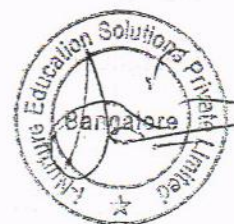
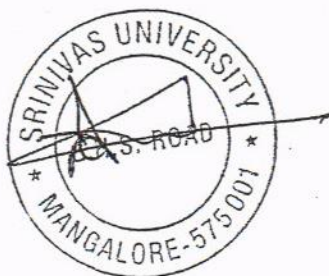
At Mukka Campus

Sl. No.	Under Graduate Programs
1.	BTech – CSE ( Cloud Technology & Information Security )
2	BTech – CSE ( Internet of Things / Artificial Intelligence )
3	BTech – CSE ( Data Science )

At City Campus

Sl. No.	Under Graduate Programs
1	BCA ( Cloud Technology & Information Security )
2	BCA ( Mobile Application & Information Security )
3	BSc ( Animation & VFX / Gaming ) / Digital Film Making & VFX
4	BBA – International Business
5	BBA – Financial Services

- Final list of programs to be launched will be decided in the 1<sup>st</sup> meeting of the sales team of iNurture with the University Management.



Annexure – 2

**Eligibility for Admission**

**ELIGIBILITY:**

**1. B. Tech CSE ( CT & IS ) / IoT / AI / DS**

- A pass in the 10+2 examination (Pre-University Board Examination) with Physics, Chemistry & Mathematics, that is recognized by any State Board / Central Board as per the norms. Admissions to the collaboration programs to be done on the basis of the JEE / University Entrance Examination. cut off will be mutually decided.

**2. BCA – Specialization**

- The minimum qualification required to apply is a pass in the 10+2 examination in Science or Commerce or Arts from PUC / ISC / CBSE or equivalent board or a course recognized as equivalent thereto by the University

**3. BBA – Financial Services / International Business**

- The minimum qualification required to apply is a pass in the 10+2 examination in Science or Commerce or Arts from PUC / ISC / CBSE or equivalent board or a course recognized as equivalent thereto by the University

**4. BSC - Digital Film, Making / Animation & Visual Effects / Gaming**

- The minimum qualification required to apply is a pass in the 10+2 examination in Science or Commerce or Arts from PUC / ISC / CBSE or equivalent board or a course recognized as equivalent thereto by the University



**Annexure – 3**

**Proposed Program fee structure per year for programs under this collaboration:**

Sl. No.	Under Graduate Programs	Proposed Program Fees / yearly
1	BTech - CSE ( Cloud Technology & Information Security )	1,50,000
2	BTech – CSE ( Internet of Things / Artificial Intelligence )	1,50,000
3	BTech – CSE ( Data Science )	1,50,000
4	BCA ( Cloud Technology & Information Security )	1,10,000
5	BCA ( Mobile Application & Information Security )	1,10,000
6	BSc ( Animation & VFX / Gaming ) / Digital Film Making & VFX	1,25,000
7	BBA – International Business	1,00,000
8	BBA – Financial Services	1,00,000

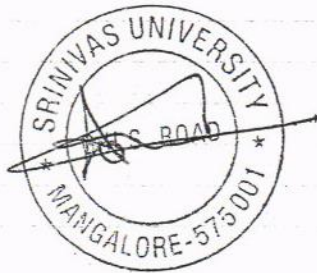
- Fees will be decided Mutually
  - Final list of programs to be launched will be decided in the 1<sup>st</sup> meeting of the sales team of iNurture with the University Management.
- **Program Fees includes** – Tuition fees, Lab Fees, Library Charges, Admissions fees, Educational Activities fees, Training & Placement Fees
- **Program Fees does not include** – Examination Fees, Transportation fees, Caution Deposit, Hostel & Mess charges.
- Course Matrix, Syllabus & Infrastructure requirements for the above courses will be shared by iNurture Technical Heads with the University Board of Studies on a mutually agreed date post the signing of this MOU.



## Annexure – 4

### Faculty Recruitment and Reimbursement

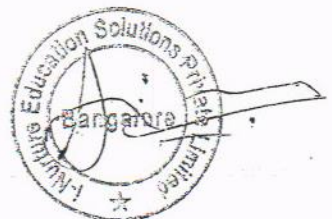
- iNurture will be solely responsible for the appointment, training and termination of the Staff as per the HR policies of iNurture.
- iNurture shall be responsible for the remuneration of the non teaching staff as per the HR policies of the iNurture.
- iNurture will be in charge of teaching all the courses in the relevant programs and their remuneration. Identifying faculty, ensuring that they are qualified as per University standards, and delivery of the curriculum would be iNurture responsibility. However, iNurture would keep in mind compliance is ensured in the areas of Credits, CBCS or other system, examination system and other practices of the University.
- Incase iNurture needs the help of University faculty for delivering some common courses, especially during Semester 1 & Semester 2 ( Environmental studies, Legal system, Maths, Physics, chemistry, etc) University could help by requesting their faculty to teach these courses. In such case, University would be paid fee as per the qualifications and experience of the faculty, on a mutually agreeable ( Per hour ) charge basis. The Vertical Heads / Regional Manager from iNurture will discuss with the HOD / Dean of the University on the same before the commencement of the Semester. A communication to this effect will be executed by iNurture with the agreed rates & number of hours / Faculties required.



**Annexure 5.**

○ **Hardware Requirement for IT Course's, B Tech – CSE – Specialization / BCA**

<b>Year 1, 2</b>		
<b>Sl.No</b>	<b>Description</b>	<b>Scale</b>
<b>A</b>	<b>Class Room</b>	
1	LED Projector + Screen	1
2	White Board - 8' x 4'	1
3	Computer/Laptop with good Internet Connectivity for using with the Projector	1
4	Soft Board - 6' x 4'	1
<b>B</b>	<b>Office/ Staff Room</b>	
1	Computers (Open-Office & Anti Virus) with good Internet Connectivity	Depending on no. of staff
2	Printer HP Laser (including scanner)	1
3	Soft Boards - 6' x 4'	2
<b>C</b>	<b>Library</b>	
	Library - Reference Books	2 nos
<b>D</b>	<b>Lab</b>	
1	Computers (standard Intel Core i3 PC, with good Internet Connectivity)	Depending on no. of students (ratio of students & PCs should be 1:1)
<b>Year 3 &amp; 4</b>		
<b>Sl.No</b>	<b>Description</b>	<b>Scale</b>
<b>A</b>	<b>Class Room</b>	
1	LED Projector + Screen	1
2	White Board - 8' x 4'	1
3	Computer/Laptop with good Internet Connectivity for using with the Projector	1
4	Soft Board - 6' x 4'	1
<b>B</b>	<b>Lab</b>	
1	Computers ( Standard Intel Core i3 / i5 PC with 4 GB RAM, with good Internet Connectivity)	Depending on no. of students (ratio of students & PCs should be 1:1)



- o BBA Logistics and supply chain management which integrate the Chartered Institute of Procurement & supply, UK qualification.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding ("MOU") is not, and is not intended to be, legally binding except as specifically set out below

1. The First Party shall support the Second Party to develop the Undergraduate Programs (Course mentioned in the First Part (Part A) of this MoU. The Students enrolled for these courses/programs leads to the additional qualifications from the respective professional organizations as mentioned above (Part B).
2. It is the responsibility of the Second Party to get the Government /Legal approval for running the program under Srinivas University. The final approved syllabus by Board of Studies and Academic Council of University for the Courses/ Programs with the exemptions availed form professional bodies through program accreditation process will be given as Annexure 1.
3. The First party can use the name of the "Srinivas Group of Institutions and Srinivas University for promoting the courses/programs in advertisements and other modes of communications. The Promotion of the said courses/programs has to be taken care jointly by the parties.
4. The admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with First Party.
5. The First Party facilitates necessary train the trainer, consulting and technical support to the faculties of Second Party to deliver the Courses/Programs
6. The First Party provides Electronic Copy as well as limited printed copy for reference of relevant learning materials (For the subjects of integrated curriculum of professional bodies only) to the students enrolled for the above said Courses/Programs.
7. The First Party provides exam oriented training support to the students enrolled for the above courses/programs for their external examinations of professional bodies. The number of hours per subject / paper module is given as Annexure 2.
8. The students enrolled for the Course Programs are given the opportunity to attend the examinations of Certificate in IFRS of ACCA as a part of their program.
9. All responsibilities regarding registration of the students with professional bodies



existing batches on agreed terms.

15. All intellectual property created by a party in connection with the Collaboration shall remain the property of that party. The parties agree that any material jointly created by the parties for the Collaboration shall be jointly owned (in proportions to the contribution given) by the parties, unless otherwise agreed in writing.
16. Where the Collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the "IPR Owner"), the IPR Owner will licence such rights to the other party on a non-exclusive basis, without the right to sub-licence, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such licence will automatically terminate when the MoU is terminated.
17. For the purposes of this MoU, "Confidential Information" shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information, training & learning material, trade secrets, College lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential.

Each of the parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
- Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC group of companies;
- Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.
- As ISDC the first party is in Association with other Institutions also the first party

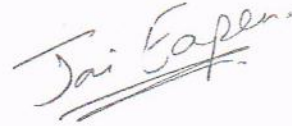
agrees to maintain integrity, confidentiality and shall not disclose any information related to the courses with other associated institutes of the First Party

18. All disputes and differences of any kind whatever arising even after mutual discussions out of or in connection with this MOU shall be to the court of the Jurisdiction of Bangalore, Karnataka.

Each party hereby confirms its agreement to the terms contained in this MOU on this 24th day of April, 2017.

On behalf of Srinivas University

On behalf of ISDC



C.A. A. Raghavendra Rao  
Chancellor, Srinivas University

Mr. Jai Eapen  
Head- Strategy and development  
ISDC

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 24th day of April 2017.

Witness:



~~Dr P.S. Aithal~~ Mr. Daya Murthy  
Principal  
Srinivas institute Of Management studies



DAYA MURTHY  
Regional Head- Business development  
ISDC

## Annexures 1

Bcom- Professional-with ACCA syllabus	
Sl.No.	Subjects
1	Business Communication I
2	Business Economic Environment [F1]
3	Organisation Behaviour (with Experiential Learning)
4	Fundamentals of Management [F1]
5	Financial Accounting I [F3]
6	Indian Constitution & Environmental Studies
7	Computer Applications in Commerce
8	Hindi/Kannada
9	Certificate programme on soft skills
<b>SEMESTER 2</b>	
	Subjects
1	Business Communication II
2	Human Resource Management
3	Business Mathematics & Statistics
4	Cost and Management Accounting I [F2]
5	Financial Accounting II [F3]
6	Marketing Management (with experiential Learning)
7	Accounting using Tally
8	Hindi/Kannada
9	Certificate programme in spread sheet techniques
<b>SEMESTER 3</b>	
1	Audit and Assurance I
2	Business Law [F4]
3	Business Taxation [F6]
4	Financial Accounting III [F7]
5	Cost and Management Accounting II [F2]
6	International Business
7	Calculus
8	Certificate programme on Tally and competitive exam training
<b>SEMESTER 4</b>	
1	Audit and Assurance II [F8]
2	Corporate Law [F4]
3	Financial Management [F9]
4	Business Taxation II
5	Performance Management [F5]

5	Modern Banking & Practices (with Experiential Learning)
7	Spreadsheet Modelling
8	Certificate programme on Event Management
<b>SEMESTER 5</b>	
	Internship Five months Practical Auditing Training
<b>SEMESTER 6</b>	
1	Advanced Performance Management [P5]
2	Advanced Financial Management [P4]
3	Governance Risk and Ethics [P1]
4	Corporate Reporting [P2]
5	Business Analysis [P3]
6	Business Research Methods (with Experiential Learning)

#### BBA Logistics and supply chain

Sl No.	Subjects
1	Business Communication I
2	Micro Economics
3	Fundamentals of Management
4	Business Accounting I
5	Organisation Behaviour (with Experiential Learning)
6	Indian Constitution & Environmental Studies
7	Foundation Of IT
8	Work shop on Ethics & Culture
9	Indian Company Analysis
<b>SEMESTER 2</b>	
	<b>Subjects</b>
1	Business Communication II
2	Managerial Mathematics & Statistics
3	Business Accounting II
4	Macro economics
5	Marketing Management (with experiential Learning)
6	Human Resource Management
7	Accounting using Tally
8	Work shop on Corporate Social Responsibility
9	International Company Analysis
<b>SEMESTER 3</b>	

1	Financial Management
2	Management Information system
3	Corporate Accounting
4	Business Law
5	Product and brand Management (with experiential Learning)
6	International Business
7	Calculus
8	Work shop on disaster Management
9	Industry Analysis
<b>SEMESTER 4</b>	
1	Operations Research
2	E- Business
3	Company law
4	Global Business Management
5	Supply chain management ((with Experiential Learning)
6	Context of Procurement and supply (D1)
7	Spreadsheet Modelling
8	Cyber Law and security Analysis
9	NGO Analysis
<b>SEMESTER 5</b>	
1	Cost Accounting
	Business Research Methods
2	Business strategy
3	Entrepreneurship Development (with Experiential Learning)
4	Business Needs in Procurement and supply(D2)
5	Sourcing in procurement and supply (D3)
6	Lab on SPSS
7	Workshop on Leadership Attitude
8	Business Project Development
<b>SEMESTER 6</b>	
1	Business Analysis (with E L)
2	Negotiating and Contracting in Procurement and Supply (D4)
3	Managing contract and relationship in procurement and supply (D5)
4	Industry Internship Planning
5	Industry Internship Program
6	Industry Internship Program & Dissertation
7	Industry Internship Program- Viva
8	Workshop on future study and job opportunity
9	Journal apper / Project Book Publication

Annexures 2

B.Com professional with ACCA Syllabus

Subjects/Titles	No. of Teaching Hours
F7 Financial Reporting	30
F8 Audit & Assurance	30
F9 Financial Management	30
P1 Governance, Risk and Ethics	30
P2 Corporate Reporting	30
P3 Business Analysis	30
P4 Advanced Financial Management	30
P5 Advanced Performance Management	30

BBA Logistics and supply chain

Context of Procurement and supply (D1)	45
Business Needs in Procurement and supply(D2)	45
Sourcing in procurement and supply (D3)	45
Negotiating and Contracting in Procurement and Supply (D4)	45
Managing contract and relationship in procurement and supply (D5)	45

Annexure 3



This is to certify that

# Srinivas University

**BCom**

is an

ACCA Accredited Programme

A handwritten signature in black ink that reads "J Bennett".

**Judith Bennett**

Director – Professional Qualifications

**Association of Chartered Certified Accountants**

This certificate remains the property of ACCA and must not in any circumstances be copied, altered or otherwise defaced.

ACCA retains the right to demand the return of this certificate at any time and without giving reason.

Dr. P.S. Aithal  
Srinivas Institute of Management Studies  
Srinivas University  
Srinivas Nagar  
Mukka  
Surathkal  
Mangalore  
575 023  
India

27 January 2018

Dear Dr. P.S. Aithal

### **BCom**

I refer to your application for exemption accreditation in respect of the above programme.

I am pleased to advise that ACCA has now fully assessed this programme for accreditation. Cohorts will be eligible for exemption as follows:

<b>BCom</b>	
Papers F1-F4	On completion
Paper F5	On the basis of Performance Management (17BCMAC44)
Paper F6	On the basis of Direct Taxation (17BCMAC31) PLUS Indirect Taxation (17BCMAC41)

This programme will hold accreditation for a period of 5 years, for graduates from 01/01/2020 to 31/12/2024. If any module changes should occur within this period, Full details of the syllabus, study guide and examination papers are available on ACCA's website at <http://www.accaglobal.com>. This accredited programme will be communicated externally by ACCA via our web-based exemption enquiry database.

ACCA does not permit, under any circumstances, the unauthorised copying, reproduction or translation of ACCA's qualifications. ACCA's entire suite of qualifications remains the intellectual property of ACCA and should never be held out as the intellectual property of another party.

#### **ACCA**



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[www.accaglobal.com](http://www.accaglobal.com)



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Please also note ACCA's policy statement on copyright infringement at the following weblink: [http://www.accaglobal.com/content/dam/acca/global/pdf/copyright\\_statement.pdf](http://www.accaglobal.com/content/dam/acca/global/pdf/copyright_statement.pdf)

Please do not hesitate to contact me by e-mail at [PQApprovals@accaglobal.com](mailto:PQApprovals@accaglobal.com) if I can be of further assistance.

Yours sincerely

A handwritten signature in black ink that reads 'K. Gilchrist'.

Kim Gilchrist  
Professional Qualifications Approvals Officer

ACCA



+44 (0)141 534 4199



[PQApprovals@accaglobal.com](mailto:PQApprovals@accaglobal.com)



[www.accaglobal.com](http://www.accaglobal.com)



110 Queen Street Glasgow G1 3BX United Kingdom



Arka Educational & Cultural Trust (Regd.)

# Jain Institute of Technology, Davangere

A Unit of Jain Group of Institutions, Bengaluru

(Approved by AICTE, Affiliated to VTU-Belagavi)

# 323, Near VeereshwaraPunyashrama, Avaragere, Davangere- 577005.

Email: jitdvg2011@gmail.com, Web:www.jitd.in Ph:08192 235707

## MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Research & Development, **Jain Institute of Technology, Karnataka, India** and **Srinivas University, Karnataka India**, the two institutions agree as follows: -

The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:-

- Visits by and exchange of faculty members and research scholars.
- Exchange of information including, but not limited to, research publications of faculty members.
- Joint research activities and joint supervision of research work.
- Joint conferences or symposia on subjects of mutual interest.

This memorandum is not intended to create binding or legal obligations on either party. Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronic record correspondence at least three months prior to the initiation of a particular program or activity in order for the said initiative to proceed. Intellectual properties generated under this MoU shall be governed by the IPR policies of respective institutions.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

If the Memorandum remains dormant for six consecutive years it will be deemed to have lapsed. Where the Memorandum continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.

Should on-going collaborative activities be affected by termination, the parties undertake to resolve any issue amicably by mutual agreement.

Dr. Ganesh D B

**PRINCIPAL**

**Jain Institute of Technology**

**DAVANGERE - 577 005**

**Date: 19/05/2018**

Dr P S Aithal

Srinivas University  
Karnataka, India.

**Date: 19/05/2018**

