



MEMORANDUM OF AGREEMENT BETWEEN "ATME COLLEGE OF ENGINEERING" AND "VIVARTAN TECHNOLOGIES LLP"

Place : Mysuru

Date: 03.May.2017

This agreement has been signed on this third day of May 2017 between ATME College of Engineering herein after referred as ATMECE, signed by Dr. L. Basavaraj, Principal, ATMECE or Mr. L. Arun Kumar, Chairman, ATMECE, the authorized representatives of M/s. ATME College of Engineering. (Which expression and includes their legal heir, administrator etc.) as party of one part

AND

Vivartan Technologies LLP hereinafter referred as Vivartan, signed by Mr. Sunil Kumar HV, Designated Partner, Vivartan Technologies LLP (which expression and includes their legal heir, administrator etc.) as party of other part.

1.0 INTRODUCTION:

ATMECE wants to conduct various training programs that will help their students in acquiring better knowledge and skills as required by industry. ATMECE also wants to associate with industry to enable their faculty and students to get better hands on experience using the industry standard tools and techniques which will equip them to be industry ready.

Vivartan is a consulting company focused on training and development of engineering students/graduate engineers to be industry ready professionals. All our programs are designed with competence of both technical skills and soft skills. Vivartan is formed by group of industry professionals committed to transform learning space in engineering education that creates quality, employable and industry ready engineers/professionals.

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Trainers Credentials

- ✓ All trainers shall have Industry experience in field of VLSI Systems
- ✓ Trainers shall be proficient in vertical required for domain specific training

Requirements from College

- ✓ A class room and the VLSI Lab equipped with CADENCE Tools needs to be kept open on all days of the week and holidays on request.
- ✓ Projector facility along with a computer and internet connection should be provided for classroom as well as Lab.
- ✓ Lab needs to be equipped with a video camera, audio speakers and dedicated 2MBPS internet connection and a trainer's desktop connected to all above equipments for taking classes online.
- ✓ Certificate: Certification for all the courses shall be issued by the College in collaboration with Vivartan.
- ✓ We need **min of 20 students** for each program. If required, we request the college to allow pooling of students from other colleges.
- ✓ ATME shall nominate two faculties for the program. They shall assist students during weekdays in the labs and assignments depending on their availability. Vivartan recommends faculties to attend classes along with students.

Course Content:

- ✓ Development of course content will be done by Vivartan.
- ✓ Vivartan shall be free to modify the course content depending upon the industry requirements
- ✓ Content developed by Vivartan to deliver the programs shall belong solely to Vivartan and the said content shall not be utilized by ATMECE for any other purpose.

Selection Process:

- ✓ Written Test and Personal Interview



In order to establish and enable Industry-Academia connect, ATMECE wants to partner with Vivartan as an industry partner.

This agreement of understanding between ATME College of Engineering and Vivartan Technologies LLP is for conducting training programs for their students in College campus or in affiliated/associated places of ATMECE using industry standard EDA tools like Cadence or any other licensed tools purchased by ATMECE in future.

2.0 PROGRAMS:

2.1 Program conducted in specific to UG students

- ✓ Certificate Program in VLSI Design.

2.2 Programs for Graduate Students

- ✓ Professional Development Program in Custom Physical Design
- ✓ Professional Development Program in Digital Physical Design (P & R)
- ✓ Professional Development Program in Digital Design & Verification
- ✓ Professional Development Program in Analog Circuit Design & Verification

3.0 SCOPE OF WORK EXPECTED BY VIVARTAN:

Objectives:

- ✓ To train students from basics to implementation of VLSI design
- ✓ Support students to pursue a career in VLSI domain.
- ✓ To provide individual attention and prepare students to be industry ready
- ✓ To have quality learning based on projects that adds value to their resume
- ✓ Provide at least 3 placement opportunities for eligible candidates

Generic methodology followed to deliver programs:

- ✓ Classes to cover Basics required for design and implementation
- ✓ Assignments to ground students in basics
- ✓ Brief training in various inter-related domains – through Mini Projects
- ✓ Project implementation using Industry standard tools and techniques
- ✓ Soft Skills training required for being industry ready



Marketing of Programs:

- ✓ Marketing for all the programs will be responsibility of Vivartan.
- ✓ We will request ATMECE to help us as and when required.

Placements:

- ✓ Getting placement opportunities for all the eligible students registered for our programs will be the responsibility of Vivartan.
- ✓ ATMECE shall provide infrastructure support for placements in college campus.

4.0 COMMERCIAL TERMS:

Collection of Fee shall be managed by ATMECE for all programs.

Programs Fee will be revised from time to time and aligned with ATMECE

Vivartan Shall invoice to ATMECE for all the programs as detailed below:

- ✓ Programs specific to UG students as in 2.1 - Certificate Program in VLSI Design - Vivartan will invoice 95% of fee collected.
- ✓ Programs for Graduate Students as on 2.2 - All Professional Development Programs - Vivartan will invoice 95% of Fee Collected.

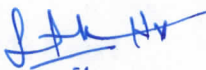
5.0 MODE OF PAYMENT:

- ✓ Payment can be done either through bank cheque or via bank transfers.
- ✓ Payments shall be made to Vivartan within 30 days of submitting the invoice.

6.0 TENURE AND TERMINATION:

The agreement shall be in effect for a minimum period of 6 years and shall continue in full force and effect unless terminated in accordance with the provisions of clauses as below.

- ✓ Six months of notice to be given in writing by either of the parties to terminate this agreement.
- ✓ After one of the parties gives notice for termination, any tangible financial loss incurred due to the termination of this agreement to the other party shall be borne by the party giving notice for termination after mutual discussion and negotiation. OR, the notice period in such cases shall be for a period of 18 months (Eighteen Months) from the date of notice for terminating this agreement.


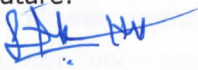


7.0 SETTLEMENT OF DISPUTES:

Disputes, if any, in Invoices will be resolved in any event within thirty (30) calendar days from the date of receipt of Invoice by ATMECE by way of mutual negotiations and discussions. For any and all disputes arising on the terms of this agreement, both Vivartan and ATMECE in good faith shall provide necessary and relevant information in order to help each other and resolve such disputes.

8.0 AMENDMENT OF TERMS:

That the parties on mutual consent may from time to time amend, add, alter or delete any of the clause or clauses as referred here-in-above as considered necessary, which shall require the signatures of both the parties.

FOR ATME College of Engineering	FOR VIVARTAN TECHNOLOGIES LLP
Seal and Signature: 	Seal and Signature: 
Name: Dr. L. BASAVARAJ	Name: SUNIL KUMAR HV
Designation: Principal	Designation: Designated Partner



ATME

College of Engineering



Affiliated to Visvesvaraya Technological University, Belgaum; Approved by AICTE, Delhi and Recognised by Government of Karnataka

MEMORANDUM OF UNDERSTANDING (MOU)

Between

1. **ATME College of Engineering (ATMECE), Mysuru** an entity incorporated under the laws of India and having its principal place of activity at Mysuru, India represented by The Principal.

And

2. **FrenusTech Pvt. Ltd., Bengaluru** is one of the emerging semiconductor service companies providing solutions and skilled man power to semiconductor product companies.

WHEREAS

- A. **ATME College of Engineering, Mysuru** is engaged in providing technical education to students, through academic and holistic approach focusing on a commitment to value-based education and workforce development.
- B. **FrenusTech Pvt. Ltd., Bengaluru** aspires to be one of the well known semiconductor service companies by hiring experts in the domain, bottom-up talent building through partnering with like minded academic institutions thereby enabling the talent additions to the semiconductor industry

This MOU is intended to foster a mutually beneficial partnership and setup FrenusTech's incubation centre in ATME College of Engineering, Mysuru

The proposed activities at incubation centre would include:

1. Conduct training for select students of ATMECE during their final year of degree. Training includes
 - a. VLSI basic foundation
 - b. Analog and digital design foundation
 - c. Analog layout fundamentals
 - d. Hands on work on Industry standard projects
 - e. Final year projects in VLSI domain
2. Industry level training for select students of ATMECE after their final year degree
 - a. VLSI basic foundation
 - b. Analog and digital design foundation
 - c. Analog layout fundamentals
 - d. Hands on work on Industry standard projects

Academy for Technical & Management Excellence

13th Kilometer, Mysore-Bannur Road, Mysore - 570 028 P: 0821-2593335 F: 0821-2593328

E-Mail: office@atme.in www.atme.in



ATME

College of Engineering



Affiliated to Visvesvaraya Technological University, Belgaum; Approved by AICTE, Delhi and Recognised by Government of Karnataka

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E-Mail: office@atme.in www.atme.in

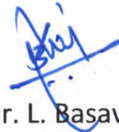
3. Act as Tier-II centre for FrenusTech Pvt. Ltd
 - a. Engineers work on "in-house projects"
 - b. Customer projects in ODC/offshore development model
4. Provide short term training/workshops for ATMECE faculties to ramp up in VLSI domain
5. Provide assistance and guidance to students to have their degree projects in VLSI domain
6. Enable regular interactions for faculties and students with experts in various recent trends in the industry

The terms and conditions in respect of having the incubation centre will be drawn with mutual agreement.

Both the parties, ATME College of Engineering, Mysuru and FrenusTech Pvt. Ltd., Bengaluru agree to get into this relationship based on the above-mentioned understanding and commence the partnership with effect from 15 July 2017.



Sunil Kumar HV
Director
FrenusTech Pvt Ltd



Dr. L. Basavaraj
The Principal
ATME College of Engineering



MEMORANDUM OF UNDERSTANDING (MOU)

Between



A T M E
College of Engineering

ATME COLLEGE OF ENGINEERING

13th Kilometer Stone, Mysuru – Kanakapur - Benagaluru Road,
Mysuru-570028

And



ELINT LABZ

a subsidiary of

AJARAMARA DYNAMICS PVT. LTD.

Date: 22nd of December 2017

This Memorandum of Understanding (herein after referred to as MoU) is made on the 22nd December 2017 , between ELINT LABZ, a subsidiary / division of Ajaramara Dynamics Pvt. Ltd., a company incorporated under the Companies Act 2013 with Registered and Corporate office at #200, 1st main, 6th cross, Arekere, MICO layout 2nd stage, off Bannerghatta Road, Bengaluru-560076, Karnataka mentioned hereafter as “ELINT LABZ”

on one part and Academy for technical and management Excellence college of engineering, 13th Kilometer, Mysore - Kanakapura – Bangalore Road, Mysore - 570 028, Karnataka of mentioned hereafter as “ATME College of Engineering“, on the other part as partners for promoting the industry-academic interaction activities and to help achieve academic excellence of ATME College of Engineering.

Both ELINT LABZ and ATME College of Engineering, (herein after called ‘parties’) desires to carry out programmes for promoting industry-academic interaction, herein referred to as “Programme”, jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.

WHEREAS ELINT LABZ and ATME College of Engineering agree to enter into industry-academic interaction programmes and both the parties agree to enter into a MoU with the terms as follows.

OBJECTIVES OF INDUSTRY-INSTITUTION INTERACTION INITIATIVE

The major objectives for which the parties associate with each other are:

- a. To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- b. To facilitate academic and research interactions among employees of both the institutes.
- c. Increase the relevance of the academic research and consultancy in the research and product development initiatives at ELINT LABZ.
- d. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- e. To enable the use of laboratories, resources and test facilities at ATME College of Engineering on a preferential basis by ELINT LABZ and vice versa.
- f. To provide opportunity for students from undergraduate, graduate, and research scholars of ATME College of Engineering to undertake industrial training and projects in ELINT LABZ for mutual benefit.
- g. To encourage the training of employees of ELINT LABZ in Continuing Education activities, Skill development activities and subject upgradation workshops using the facilities of ATME College of Engineering.

- h. To provide experts from ELINT LABZ for academic and training programmes of ATME College of Engineering.
- i. To provide advice in formulating curriculum and syllabus of courses of ATME College of Engineering in UG/PG/SHORT TERM COURSES by the experts from ELINT LABZ.
- j. To conduct Faculty Development Programmes as industrial training or Industry institution interaction.
- k. Preferred vendor for lab setup, supply of products & resources and special project proposal for research & development to financing / sponsoring institutions / govt. funding agencies.
- l. To conduct joint/collaborative research and consultancy.
- m. To develop products and market the services with the technical expertise, faculties and students.
- n. To conduct state/national/international level design & development events & contest in association with leading organizations.
- o. To offer internship/placements services to students.
- p. To conduct national/international conferences.

THE PROGRAMME

This MoU is to formalize joint programme activities that will help ATME College of Engineering to enhance its research and educational capabilities, and ELINT LABZ in achieving its business objectives. The following activities are indicative of the types contemplated through this joint program:

1. JOINT PROJECTS

Faculty and Students from ATME College of Engineering will participate in product development activities through projects sponsored by ELINT LABZ or through joint collaboration between ELINT LABZ and ATME College of Engineering.

2. RESEARCH PARTICIPATION AND COLLABORATION

Visits of faculty, staff and students of ATME College of Engineering, to ELINT LABZ for consultations, meetings, workshops, short term courses, and research participation will be encouraged and facilitated. In addition, consultancy tenures for summer or sabbatical periods may be sponsored appropriately for longer-term collaboration.

- a) Each such cell will be headed by an employee by the respective Head of institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- b) ELINT LABZ and ATME College of Engineering will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in six months and review the progress.
- c) If the activities could result in the form of publication/patent then the IPR will be with both the institutes with due percentage share agreed upon.
- d) Notwithstanding this MoU, ELINT LABZ and ATME College of Engineering will sign separate agreement for specific projects.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

ELINT LABZ and ATME College of Engineering also agree that they will abide by the non-disclosure of any confidential information exchanged during the Programme to any party not involved in the programme.

FINANCE

Regarding the financial arrangements during the Project implementation, ELINT LABZ and ATME College of Engineering further agree to:

- Both the institutions will engage services of the existing employees for the Programme and no additional staff will be provided.
- Both the partners will utilize existing infrastructure for industry-academic interaction arrangement.
- All expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of members will be borne by the respective institutions.

INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

Students & faculties of ATME College of Engineering shall also avail design & development services at concessional rates from ELINT LABZ for their research/project work.

3. STUDENT INTERNSHIPS AND EMPLOYMENT

Students will be encouraged & supported to take advantage of the opportunities that exist at ELINT LABZ to understand the technology, research, development, manufacturing and marketing. Participation in programmes that allow students to gain valuable experience and training as interns will be encouraged. However ELINT LABZ will have no obligation to hire the student interns from ATME College of Engineering. ELINT LABZ will also provide mentoring to students chosen in concert with ATME College of Engineering. These students will be mentored by experienced engineers from ELINT LABZ, who may also act as their project guides and advisors.

ELINT LABZ with its industrial expertise can design a finishing school concept for students studying at ATME College of Engineering on niche subjects, which can yield the job opportunities. The training cost can be finalized depending on mutual understanding time to time and depends on the courses.

ELINT LABZ is can also design Skill Development activities for final and pre-final year students on SOFT SKILLS, EMPLOYABILITY SKILLS, ENTREPRENEURSHIP DEVELOPMENT PROGRAM, TECHNICAL COURSES etc.,

4. COURSES, SEMINARS, FDP AND WORKSHOPS

ELINT LABZ and ATME College of Engineering will inform each other, and make available, on an “as-available” basis, slots to personnel in short term courses, lectures, workshops and seminars conducted by then covering various areas of common interest. ATME College of Engineering may also develop programmes and conduct courses for ELINT LABZ personnel. ELINT LABZ will also support ATME College of Engineering, in the development and coordination of conferences and workshops in areas of mutual need and concern.

5. IMPLEMENTATION AND MONITORING

For implementation and monitoring of the programme, ELINT LABZ and ATME College of Engineering also agree that: The interaction between ELINT LABZ and ATME College of Engineering will be implemented by creating a Coordination Cell both at ELINT LABZ and ATME College of Engineering.

DURATION

This MoU will be active for a period of three years from the date of this MoU. It will be extended for further period by mutual consent.

TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

JURISDICTION

In the event of any dispute arising out of this MoU, the parties agree that the courts of Bangalore alone will have jurisdiction.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

For ATME College of Engineering


22/12/17
Dr. L Basavaraj

Principal

For Ajaramara Dynamics Pvt. Ltd.


Mr. Vinay Gowda

Director

Representation: 
(Dr. Yathisha.L)



MEMORANDUM OF UNDERSTANDING (MOU)

Between

ATME College of Engineering, Mysuru an entity incorporated under the laws of India and having its principal place of activity at Mysuru, India represented by its principal.

And

Regional Telecom Training Centre – BSNL, Mysuru is one of the pioneer telecom training centers of Bharat Sanchar Nigam Limited in India serving the training needs in telecommunication.

WHEREAS

ATME College of Engineering, Mysuru is engaged in providing technical education to students, through academic and holistic approach focusing on a commitment to value-based education and workforce development.

Regional Telecom Training Centre – BSNL, Mysuru aspires to be one of the best telecom training centers in India by being a responsive and participant-centered institution dedicated to academic excellence, thereby enabling participants to think critically, work creatively, communicate effectively and become technologically competent so as to make BSNL a vibrant company.

This MOU is intended to foster a mutually beneficial partnership

The proposed activities would include:

1. Vocational course for UG & PG students for 1 week on
 - a. Digital Switching Systems
 - b. Wireless Communication
 - c. Data Communication
 - d. Optical Networks
2. Internship/In-plant training for PG students for four months as per VTU guidelines which include all the areas of telecommunication with reports on training, a presentation on each of the area of communication and mini-project on the latest technology.
3. Special training to students/faculty members on network security and cyber security with mini-projects.
4. Projects for UG 8th semester students on microcontroller, Matlab and establishing network lab with IPv6 configuration.
5. Every semester, seminars on latest technology in telecommunication field from the faculty of RTTC to our UG & PG students.



6. Designing and delivering courses for faculty facilitating under Faculty Development Programs.
7. Industry – Institute interaction for the students and faculty of ATME.
8. Assist the students in placement training sessions.
9. To provide speakers for technical talk, workshop, and conferences.

As per National Skill Development Corporation (NSDC) sector skill council guidelines the above mentioned technical courses have been organized to enhance the skills and knowledge of UG & PG students, also faculty members.

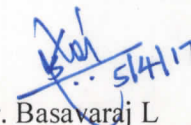
The course fee for the above mentioned vocational course will be applicable as per the instruction and guidelines issued by training cell of BSNL corporate office, New Delhi.

The other terms and conditions in respect of mode of conducting the courses will be drawn with mutual agreement and within the frame of terms and conditions of the RTTC, Mysuru.

Mutual agreement on roles and responsibilities and commitments, for RTTC, Mysuru, and ATMECE, Mysuru could be drawn separately.

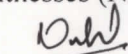
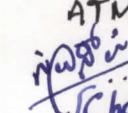
Both the parties, Regional Telecom Training Centre (RTTC)-BSNL, Mysuru and ATME College of Engineering, Mysuru agree to get into this relationship based on the above-mentioned understanding and plan to commence the partnership starting from 05/04/2017.

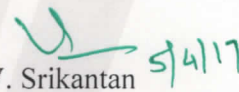
IN WITNESS THEREOF, each of **ATME College of Engineering, Mysuru** and **Regional Telecom Training Centre – BSNL, Mysuru** has caused this MOU to be signed and delivered by its duly authorized representative.


Dr. Basavaraj L
Principal
ATME College of Engineering
13th Kilometer, Bannur Road
Mysore - 570028

Date:
Place: Mysuru

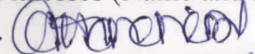

Witnesses (Name and addresses, Signature):

1. 
(Dr. Mahesh P.K.)
ATME CE, Mysuru
2. 
[Chandrashekar P]
ATME CE, Mysuru


Prof. A.V. Srikantan
Principal
Regional Telecom Centre
Mysuru-570009

Date:
Place: Mysuru

Witnesses (Name and addresses, Signature):

1. 
C.S. HANCIHAL,
RTTC, MYSORE.
2. 
D.K. PATIL
DECTM) RTTC MYSURU-09.



MEMORANDUM OF UNDERSTANDING [MOU]

BETWEEN

SKILLFINITY TECHNOLOGIES PRIVATE LIMITED
208, Mahaveer Squire, Kodichikkanahalli, Bangalore-560076

AND

ATME COLLEGE OF ENGINEERING
13th Kilometer, Mysore – Kanakapura – Bangalore Road,
Mysore – 570 028

This Memorandum of Understanding is entered into at ATME College of Engineering, Mysuru-570028, on the 30th Day of June of Two Thousand Seventeenth Year.

BETWEEN

ATME College of Engineering, Mysuru-570028 (hereinafter referred to as ATME which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns) represented by The Principal, ATME College of Engineering, Mysuru-570028 of the **ONE PART**.

AND

SKILLFINITY TECHNOLOGIES PRIVATE LIMITED, 208, 1 Floor, Mahaveer Squire Apartment, Kodichikkanahalli, Bangalore – 560076 (hereinafter referred to as SKILLFINITY which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) represented by Director, SKILLFINITY of the **OTHER PART**.

A. AREA AND SCOPE OF COOPERATION:

The purpose of this memorandum of understanding is to formally express the mutual wish of ATME and SKILLFINITY, Automotive Domain, Connected Cars, Autonomous Driving, Embedded Systems, LINUX, RTOS, Collaborative teaching, Innovative Research and Development. This is a legally non-binding agreement, which outlines intentions to promote collaboration between the above-mentioned institutions. This document would be followed by an Agreement in future specifying the areas of collaboration and sharing which will have legal binding. Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

1. **Expert Lectures:** SKILLFINITY may deliver expert lectures in the areas of Automotive Domain, Connected Cars, Autonomous Driving, Embedded Systems, LINUX, RTOS, or related fields suited to requirements of B.E/M.Tech/Ph.D programmes conducted by ATME, at the discretion of SKILLFINITY, in turn ATME will provide the expertise of the faculty in delivering lectures in advanced topics relevant to SKILLFINITY.
2. **Collaborating in R&D projects:** ATME has expertise in the areas of different disciplines of Electronics and Communication Engineering, Electronics and Instrumentation Engineering, Electrical Engineering, Computer Science Engineering and can take up project modules of SKILLFINITY, if SKILLFINITY desires so. SKILLFINITY and ATME may also prepare joint project proposals and approach funding organizations.
3. ATME, Mysuru may request SKILLFINITY for setting up facilities in advanced areas as per the needs of the Institution and the cost of these may be worked out on mutual terms.

4. Organizing joint conference, methodology, workshop, professional development programmes, training programmes etc.
5. **Student Projects:** SKILLFINITY may permit B.E/ M.Tech students to carry out their final year project.
6. **Industrial Training:** SKILLFINITY may offer Industrial training and internship to students as part of curriculum requirement of B.E and M.Tech.
7. **Pre-Placement Training:** The students of B.E/M.Tech programme may be given Pre-Placement training on relevant technical skills with design of a programme as per market requirement at that time.
8. **Training:** SKILLFINITY may offer training programs to students and researchers of ATME as per existing rules.
9. **Cooperation:** Wherever possible, support each other in various teaching, researches, development and professional training activities.
10. Invitation for teachers, researchers and developers to participate in seminars, conferences, courses and meetings on research themes of common interest;
11. Co-direction or Co-Supervision of doctoral thesis.
12. ATME, Mysuru, can request SKILLFINITY to nominate a subject expert onto its academic council and Board of Studies in each of its department to suggest and assist in the design of research based curriculum for the UG and PG programmes and subsequent follow-up.
13. Any other project of common interest suggested by either of the two parties. Nothing in this Memorandum is intended to or shall be deemed to

establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any activities that either party would otherwise be able to undertake.

B. PERIOD:

The present Memorandum of Understanding takes effect from the date of signature of this Memorandum of Understanding by both the parties and remains valid for a period of 5 years. If one part plans to withdraw from the agreement, it must give notice of Three months in writing in advance.

C. DISPUTE RESOLUTION AND ARBITRATION:

In the event of dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this agreement, the parties agree to refer the matter to the Heads of the Institutions to resolve the disputes keeping in view the best interest of the parties and in keeping with the spirit of performance of this agreement. If the matter still remains unresolved, then the same may be referred to a mutual agreed agency.

D. FORCE MAJEURE:

Without prejudice to accrued liabilities and rights, no party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this memorandum of understanding to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that party, including but not limited acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

E. INTELLECTUAL PROPERTY:

All prior information, design and data existing with either party before signing of this MoU (pre-existing IP) shall be the sole property of the concerned party. All Intellectual Property including design information, designs, architecture, framework, source codes and data generated through the collaboration under this MoU shall be as mutually agreed in writing and also as per the guidelines of the funding agency, if such an agency is involved.

The terms and conditions of this memorandum of understanding shall not be disclosed to any third parties by any party of this memorandum of understanding without the prior written consent of both parties.

This memorandum of understanding shall be governed by the laws of Union of India and State of Karnataka.

IN WITNESS WHEREOF, the parties hereto have caused this memorandum of understanding to be executed in duplicate, through their representatives at Bangalore in the day and year first above written.

Now the memorandum of understanding witnesses as follows:

For and on behalf of SKILLFINITY




Name: **Mr. Deepak Ramanna Hebbur**

Designation: **Director**

SKILLFINITY TECHNOLOGIES

PRIVATE LIMITED

Bangalore-560076

Place: **Mysuru**

Date: **30/06/2017**

For and on behalf of ATME




Name: **Dr. L. Basavaraj**

Designation: **Principal**


ATME College of Engineering


Mysuru-570028

Place: **Mysuru**

Date: **28/06/2017**

Witnesses:


Name: **Dr. Mahesh P. K.**
Designation: **Professor and Head**
Department of Electronics &
Communication Engg.
ATME College of Engineering
Mysuru-570028


Name: **Dr. Yatisha L.**
Designation: **Associate Professor**
ATME College of Engineering
Mysuru-570028