



सत्यमेव जयते

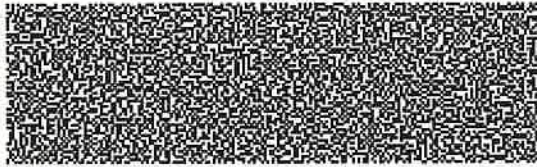
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	: IN-KA86212251754339V
Certificate Issued Date	: 09-Jun-2023 12:26 PM
Account Reference	: NONACC (FI)/ kagcs108/ PANATHUR1/ KA-GN
Unique Doc. Reference	: SUBIN-KAKAGCSL0851989043156570V
Purchased by	: Principal New Horizon College of Engineering
Description of Document	: Article 37 Note or Memorandum
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Principal New Horizon College of Engineering
Second Party	: Global Logic India Pvt Ltd
Stamp Duty Paid By	: Principal New Horizon College of Engineering
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

I. Introduction

This Agreement establishes a basis for mutual understanding between GlobalLogic India Private Limited (formerly known as GlobalLogic India Limited), having its registered office at 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2nd to 8th Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Expy, Sector 144, Noida, Uttar Pradesh 201304 (hereinafter referred to as "GlobalLogic" or "Internship Organization") as first part

And

New Horizon College of Engineering (hereinafter referred to as "Partner Institution" or "the College") situated at Bellandur Main Rd, Near Marathahalli, Bengaluru, Karnataka 560103 India, as second part

Principal  
New Horizon College of Engineering  
Ring Road, Bellandur Post  
Bengaluru - 560 103

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



In the implementation of the Internship Education concept, recognizing its benefits to the Student, Internship Organization, and College.

NOW, THE FIRST AND SECOND PARTIES herein and hereby agree to collaborate for the purpose of initiating, developing and implementing programs of Internship in Engineering/ Management sector with \Partner Institution (PI) and the Internship Organization agreeing to utilize its resources for conducting such training.

## II. OBJECTIVE OF INDUSTRY ACADEMY PROGRAM:

The Parties desire to collaborate with each other to develop academic and educational cooperation and to promote mutual understanding between the two organizations (hereinafter referred to as the "Purpose").

## III. STATEMENT OF INTENT & SCOPE OF MOU:

1.1 Both Parties agree to explore the opportunity of developing the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity:

- a. Help develop Faculty and researchers
- b. Developing prototypes, live projects, and research projects for mutual benefit, conducting lectures and organizing symposia
- c. Help build academic information and materials
- d. Promoting collaboration in fields of mutual interest
- e. Promoting other academic co-operation as mutually agreed

1.2. The development and implementation of specific activities based on this MOU will be planned by the University/Colleges that carry out the specific projects. Both parties agree to carry out these activities in accordance with the laws and regulations of the respective country.

1.3. It is understood that the implementation of any of the types of co-operation stated in Clause III shall depend upon the availability of resources and financial support at the end of the concerned Party.

1.4. The Parties are also willing to explore the following to enhance industry-academia partnership:

- a. GlobalLogic agrees to help New Horizon College of Engineering, Bengaluru in building programs for engineering graduates in the third/fourth year of their graduation, for improvement in their Technical Skills and corporate mannerism.
- b. To improve their subject knowledge and awareness in their third/Fourth year, GlobalLogic may consider engaging a few of them in their technology environment, if possible. The possibility of setting up a prototype version of this environment at New Horizon College of Engineering, Bengaluru will be explored.
- c. GlobalLogic may at its sole discretion, invite students who have gone through skills enhancement workshops as part of the Industry Academy program, to participate in its Campus / off-campus placement drive as per defined guidelines and criteria.
- d. Both the parties may make efforts to organize a Technology Conclave to promote thought leadership in the areas of Emerging technologies, Innovative solutions, and Management issues.

## IV. TERM:

The term of this Agreement shall be effective from June 2023 till May 2025 unless terminated earlier or renewed at the option of the Parties from time to time on mutually accepted written terms and conditions.

  
Principal

New Horizon College of Engineering  
Ring Road, Bellandur Post,  
Bangalore - 560 103



**V. NON-SOLICITATION:**

During the term of this Agreement and for six months thereafter, Partner Institution shall not, without the prior written consent of GlobalLogic, deploy any individual/ student/ Interns who has perform any services directly or indirectly for a current Client of GlobalLogic under this Agreement, with any of GlobalLogic competitors.

**VI. TERMINATION:**

This MOU, may be terminated without cause at any time by GlobalLogic upon fifteen (15) business days written notice to Partner Institution.

**VII. CONFIDENTIAL INFORMATION:**

Neither party or its employees, agents, or subcontractors shall use or disclose to any person or entity any Confidential Information of the other party (whether in written, oral, electronic, or other form) which is obtained from the other party or otherwise prepared or discovered either in the performance of this Agreement.

**VIII AMENDMENT:**

This Agreement may only be amended by written agreement between the parties hereto.

**IX. NOTICES:**

Any notice or communication shall be in writing and may be sent by email, hand/fax or registered mail to its registered office at GlobalLogic India Private Limited 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2<sup>nd</sup> to 8<sup>th</sup> Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Expy, Sector 144, Noida, Uttar Pradesh 201304 and New Horizon College of Engineering, Bellandur Main Rd, Near Marathahalli, Bengaluru, Karnataka 560103 India

**X. GOVERNING LAW & VENUE:**

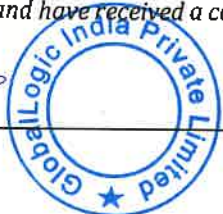
This Agreement is governed by the laws of India without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Parties agree that the court of Delhi shall have the exclusive jurisdiction.

**XI. CODE OF CONDUCT:**

The Partner Institution and its Personnel shall adhere to GlobalLogic's Vendor Code of Conduct which can be accessed at <https://www.globallogic.com/in/globallogic-vendor-code-of-conduct/>

*I certify that I have read, understood and have received a copy of this Memorandum of Understanding.*

  
\_\_\_\_\_  
GlobalLogic India Private Limited  
(Internship Organization)



\_\_\_\_\_  
Date

  
\_\_\_\_\_  
New Horizon College of Engineering

\_\_\_\_\_  
Date: 9<sup>th</sup> June 2023

**Principal**  
New Horizon College of Engineering  
Ring Road, Bellandur Post,  
Bangalore - 560 103

## Mutual Non-Disclosure Agreement

1. **GlobalLogic India Private Limited** GlobalLogic India Limited (formerly known as GlobalLogic India Limited), having its registered office at 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2<sup>nd</sup> to 8<sup>th</sup> Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Expy, Sector 144, Noida, Uttar Pradesh- 201304 ("Premises") (hereinafter referred to as "GlobalLogic" or "Disclosing Party") And , New Horizon College of Engineering (hereinafter referred to as ""Consultant", which expression, unless it be repugnant to the context or meaning thereof, mean and include its employees, representatives, affiliates and successors in interest) of the Other Part. (hereinafter referred to as the or "Receiving Party" wish to exchange information for the purpose of potential future business opportunities. In connection therewith, GlobalLogic and the Company contemplate exchanging non-public, confidential and/or proprietary information. In order to better facilitate the above-referenced discussions, the parties hereby agree to the terms and conditions of this Mutual Non-Disclosure Agreement as set forth below on this **Ninth day of June 2023**.

2. The parties recognize and agree that, in connection with the above-referenced discussions and potential business transactions, information relating to a party's business (including, without limitation, computer programs, manuals, source code, object code, technical drawings and algorithms, supplier or potential supplier names, customer or potential customer names and expertise of entities, business contacts, employees and consultants, knowhow, formulae, methods of doing business, processes, ideas, inventions, (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), may be disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), which information, to the extent previously, presently, or subsequently disclosed to a party hereto, is hereinafter referred to as "Proprietary Information."

3. The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived there from to any third person without the prior written consent of the Disclosing Party and, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally the potential transaction referenced above, and will not compromise the integrity of data or process of the respective Company. (iv) not to copy or reverse engineer any such Proprietary Information, and (v) not to export or re-export (within the meaning of export control laws or regulations) any such Proprietary Information or product thereof. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or has become (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession (without restriction) or known by it prior to receipt from the Disclosing Party, or (iii) was lawfully disclosed to it by a third party (without restriction), or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses reasonable efforts to limit such disclosure and to obtain confidential treatment or a protective order and has promptly notified and allowed the Disclosing Party to participate in any proceeding which involves the issue of disclosure of Proprietary Information. (v). Nothing contained in this Agreement shall preclude disclosures necessary to comply with accounting and other disclosure obligations imposed by law, as amended.

4. In addition, both parties agree to treat the fact that the parties are having discussions regarding a potential transaction and the nature of the potential transaction confidentially.

5. Within ten days of receiving a request by the Disclosing Party, at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.



x *Mayur* *Principal*  
New Horizon College of Engineering  
Ring Road, Bollandur Post,  
Bangalore - 560 103

7. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and, therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. This Agreement shall be governed by the law of India and place of jurisdiction will be Delhi.

10. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be in effect whether or not parties enter into a business agreement. All of the obligations of this Agreement shall continue as follows: (i). Should parties not enter into any business agreement upon mutual discussions, this agreement shall expire one (1) year from its execution. (ii). Should parties enter into a business agreement, then this agreement shall expire one (1) year after the expiration or termination of that business agreement.

11. No waiver or modification of this Agreement will be binding upon a party hereto unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right by a party hereto will be deemed a waiver.

12. The Receiving Party and its Personnel shall adhere to GlobalLogic's Vendor Code of Conduct which can be accessed at <https://www.globallogic.com/in/globallogic-vendor-code-of-conduct>

GlobalLogic India Private Limited  
(formerly known as GlobalLogic India  
Limited)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



New Horizon College of Engineering

By: \* Manjunath  
Name: Dr. Manjunath  
Title: Principal, NHCE

**Principal**

New Horizon College of Engineering  
Ring Road, Bellandur Post,  
Bangalore - 560 103

# **Memorandum of Understanding**

**for 'Industry-Academia Tie-up'**

**between**



**AFGS Consultancy LLP (Bengaluru)**

**and**



**New Horizon Educational Institution,  
Bengaluru**

**with effect from 04.01.2024**

This Memorandum of Understanding ("MoU") is entered into on the 4th day of January 2024 ("Effective") by and between

**AFGS Consultancy LLP**, a company with Australian roots and operation centers in India, having its office at SLV Towers, #75/6, 3<sup>rd</sup> Floor, Doddakannelli Road, Panathur, Bengaluru – 560087 of the **FIRST PART**,

and,

**New Horizon Educational Institution**, established in 2001, an autonomous private engineering college, accredited with NBA and NAAC 'A' Grade, approved by the AICTE and UGC, and affiliated to Visvesvaraya Technological University, having its campus at New Horizon Knowledge Park, Ring Road, Bellandur Post, Near Marathahalli, Bengaluru-560103, Karnataka, India (hereinafter referred to as "NHEI") of the **SECOND PART**.

NOW THIS MOU aims to capture the understanding reached between AFGS and NHEI regarding each other's roles and responsibilities.

#### **I) UNDERSTANDING**

Both the parties under this MOU have agreed to collaborate with each other as below by working jointly on consultancy, internships and recruitments.

##### **Scope of the MoU**

The vision of this collaboration is to address the opportunities of industry-academia consultancy, innovation and incubation, internships and campus recruitments. The parties agree to use best efforts towards fulfillment of their respective commitments in realizing this intent.

*Manjith*  
4/1/2024



**AFGS Consultancy LLP**  
#75/6, SLV Towers,  
Next to New Horizon Gurukul,  
Panathur, Bengaluru-560037

Other areas:

- (i) To establish Centre of Excellence in New Horizon Educational Institution,
- (ii) To annually engage in campus recruitment initiatives aligned with the company's requirement and prevailing market dynamics.
- (iii) To exchange information on teaching, learning material and other literature relevant to the educational programs.
- (iii) To organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's employees to participate therein.
- (iv) To use lab facilities in specific cases for a limited period,

Both the parties agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two organizations. These terms shall include a technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation.


### **Coordination**

Each organization shall appoint one member of its teaching/research staff member (permanent) to coordinate the programme on its behalf. Further, a coordination committee consisting of (a) programme coordinator from the side of AFGS, and (b) programme coordinator from the side of the NHEI, will periodically review and identify ways to strengthen the cooperation between the two organizations.

## **II) INTELLECTUAL PROPERTY RIGHTS:**

First party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

*Mayanthu*  
4/1/2024

  
**AFGS Consultancy LLP**  
#75/6, SLV Towers,  
Next to New Horizon Gurukul,  
Panathur, Bengaluru-560037



### III) CONFIDENTIALITY

During the term of this MOU, each party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, E-mails, Schematics, Product Reference, Data sheets, Product and Project related Images, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain [other than as a result of a breach of this MOU]; (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.


The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

Upon the disclosing party's written request at any time, or following the completion or termination of this MOU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof. The NHEI agrees not to disclose, copy, clone, or modify any confidential information related to the AFGS and agrees not to use any such information without obtaining consent.

### IV) COSTS:

This MOU does not constitute any component of financial on both the parties and their staff, however, the AGFS will pay the cost of workshop services to the NHEI on a case-to-case basis, that will be decided by both the parties mutually, as per the separate work-orders for each and every new and updated projects.

May 11  
4/11/2024

  
AFGS Consultancy LLP  
#75/6, SLV Towers,  
Next to New Horizon Gurukul,  
Panathur, Bengaluru-560037

## V) TERM:

This MOU shall be valid from the Effective Date or the date by the Party who has signed last whichever is the latest date and shall remain in force for 2 (two) years, unless terminated earlier by either Party as provided herein below.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party, On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

## VI) PERIODIC REVIEW

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a year or in between if required. NHEI will provide a quarterly report on the program made in this regard through e-mail to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of AFGS:

Point of contact of NHEI:

Name: Sukeerth

Name: Prof Gurucharan Singh

Designation: Training & Development

Designation: Sr. Executive Director


Email: Sukeerth@afgs.com.au

Email: Sr.ed-head@newhorizonindia.edu

## VII) RELATIONSHIP OF THE PARTIES

Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other party. AFGS acknowledges that certain services as NHEI may require services from sub-contractors for providing services to AFGS.

Mayur  
4/1/2024

  
AFGS Consultancy LLP  
#75/6, SLV Towers,  
Next to New Horizon Gurukul,  
Panathur, Bengaluru-560037

NHEI will not enter into Memoranda of Understanding (MoUs) with companies whose core focus or activities significantly resemble those of AFGS company. This commitment ensures that each CoE partnership provides distinct value and contributes to the broader ecosystem of innovation and knowledge creation.

### VIII) LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

For AFGS Consultancy LLP



Designated Partner  
AFGS Consultancy LLP  
Bengaluru

By : Biren Shah  
Title: Chief Executive Officer

Manjunatha  
41/12.024

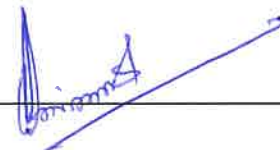
New Horizon Educational Institution  
Bengaluru

By : Dr. Manjunatha B.  
Title: Principal

Witness



By: Mr Amith Reddy  
Title: Operations Manager



By: Anis Mirza  
Title: Director - CR & Placements



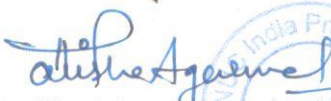
AFGS Consultancy LLP  
#75/6, SLV Towers,  
Next to New Horizon Gurukul,  
Panathur, Bengaluru-560037

December 21, 2023

**TO WHOMSOEVER IT MAY CONCERN**

We hereby authorize New Horizon College of Engineering, New Horizon Knowledge Park, Outer Ring Road, Near Marathahalli, Bellandur Post Bengaluru, Karnataka 560103 non-exclusive right to conduct training on FANUC Robot products. This is as per the Agreement executed between both parties on 21<sup>st</sup> December 2023.

For FANUC India Private Limited

  
Manisha Agarwal 21/12/23  
Company Secretary



Tel : Board: +91-80-852 0057, 0109  
Email : filhq@fanucindia.com  
Website : www.fanucindia.com  
CIN : U29221KA1991PTC015413



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA35861463474921V  
Certificate Issued Date : 07-Nov-2023 03:53 PM  
Account Reference : NONACC (FI)/ kagcs108/ ELECTRONIC CITY1/ KA-JY  
Unique Doc. Reference : SUBIN-KAKAGCSL0841337590262216V  
Purchased by : FANUC INDIA PRIVATE LIMITED  
Description of Document : Article 12 Bond  
Description : AGREEMENT FOR JOINT CERTIFICATION COURSE  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : FANUC INDIA PRIVATE LIMITED  
Second Party : NEW HORIZON COLLEGE OF ENGINEERING  
Stamp Duty Paid By : FANUC INDIA PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

Authorised Signatory  
G SEVA KENDRA  
No.30, 1st Main, Near  
Kanthi Sweets, Electronic  
City, Bangalore-100  
Mob: 9902029334



Please write or type below this line

NON-EXCLUSIVE TRAINING AGREEMENT

This Non-Exclusive Training Agreement (hereinafter referred to as "Agreement") is made on 21<sup>st</sup> day of December 2023 and effective as of 1<sup>st</sup> April 2023, by and between,

FANUC India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 41-A, Electronic City, Bangalore, Karnataka 560 100, India (hereinafter referred to as "FIL") which expression shall unless repugnant to the context or meaning thereof, mean and include its successors in-title, representatives, and assignees of the first part,

And

Dr. Manjunatha  
Principal

Page 1 of 3



1. The authenticity of this Stamp certificate should be verified through the official website of the Government of Karnataka or the Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and the details available on the official website or the Mobile App 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.

New Horizon College of Engineering, an educational institution affiliated to VTU, Belagavi and approved by AICTE & UGC, accredited by NAAC & NBA was established in the year 2001 by New Horizon Educational And Cultural Trust, having its principal place of business at Marathahalli, Kadubeesanahalli, Bengaluru, Karnataka 560103 and campus at New Horizon Knowledge Park, Outer Ring Road, Near Marathahalli, Bellandur post (hereinafter referred to as "NHCE") which expression shall unless repugnant to the context or meaning thereof, mean and include its successors in-title, representatives and assignees of the **other part**.

Each party hereto shall be individually referred to as a "Party" and collectively, as the "Parties".

By way of this agreement, FIL desires to award NHCE with a non-exclusive right to conduct training on FANUC products which are defined in Article 1 below.

In consideration of the mutual promises contained herein, the Parties agree as follows,

### 1. Contract Products

(a) Training on FANUC Robot

### 2. Contract Territory

India.

### 3. Training Right

FIL hereby authorize NHCE to conduct training on the contract products and approve NHCE as "FANUC India Certified Robot Training Institution".

NHCE can offer full-time and/or part-time courses on Contract Products. Upon successful completion of training and examination as applicable, a joint certificate by FIL and NHCE will be issued to the trainees, subject to the following conditions:

1. The candidate must pass an online test conducted by FANUC India, at the end of the course. Candidate to score minimum 50 Marks, out of 100 marks to pass the examination.
2. NHCE has to pay Rs.1000/- to FIL towards examination and certification fee per trainee irrespective of the trainee pass the examination or not.
3. The contents of the training programs have to be jointly reviewed by FIL and NHCE. It should meet the requirements of the syllabi of the local academic universities as well as the industries.
4. The faculty of NHCE has to get trained at the training school of FIL on FANUC CNC & FANUC Robot products. NHCE to pay faculty training fee to FIL.
5. NHCE should have the facilities to train the trainees. It includes FANUC Robot and FANUC Roboguide at their training centre to conduct the training programs. These training equipment and facilities procured by NHCE at their own cost from FIL.
6. FIL may change the examination and certification fee with prior notice from time to time, in writing, and with a clear effective date for the revision.



*Manjunatha*  
Dr. Manjunatha  
Principal  
New Horizon College of Engineering  
Ring Road, Bellandur Post, Near Marathahalli,  
Bangalore - 560 103

#### 4. Penalty Clause

In the event NHCE fails to maintain the quality of the training program at FIL's standard and satisfaction, FIL reserves the right to cancel this agreement and disqualify NHCE from conducting the training program. However, NHCE will be given two chances in writing by FIL to improve the training program prior to such cancellation and disqualification. The disqualification will be exercised at third such instances, in which case FIL need not to issue any reason in writing.

#### 5. Compliance and Audit

NHCE hereby agrees to provide a statement showing complete details of the trainees with their name, age, educational qualification, Academic Institution / Industry the trainee is studying/ working, etc., along with attendance register for each trainee. FIL will audit the training sessions as well as the facilities periodically to ensure the quality of the program is at par with the training program conducted by FIL. NHCE to co-operate for the audit, without raising any objection.

#### 6. Validity/Termination clause

This agreement is valid for two years from 1<sup>st</sup> April 2023 till 31<sup>st</sup> March 2025, and may be renewed if both the parties agree to it after reviewing during the month of February 2025. This agreement may be cancelled by either party, giving one month's (30 days) notice to the other party in writing, with or without quoting any reason for the cancellation.

#### 7. Confidentiality

Both the parties agree that the terms and conditions of this Agreement shall be treated as confidential and that neither party will disclose the terms and conditions of this Agreement to any third party without the prior written consent of the other party.

#### 8. General

This arrangement is done as special gesture from FANUC India and considering the fact that NHCE will use and promote 100% FANUC Products, conducts the CNC and Robot training using only FANUC Products and not any competitor products.

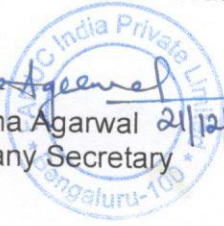
#### 9. Governing Law and Jurisdiction

This agreement shall be governed by the laws of India. In the event of any dispute between the parties hereunder, both parties shall try to arrive at an amicable settlement. However, in case the parties are unable to arrive at such an amicable settlement, the action brought in connection with this agreement shall be brought to the courts located in Bangalore and the parties hereto hereby unconditionally consent to the jurisdiction of courts in Bangalore City.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the effective date.

For FANUC India Private Limited

  
Manisha Agarwal 21/12/23.  
Company Secretary



For New Horizon College of Engineering

  
Dr. Manjunatha  
Principal

**Dr. Manjunatha**  
Principai

**New Horizon College of Engineering**  
Ring Road, Bellandur Post, Near Marathahalli.  
Bangalore - 560 103

**Amendment No. 1 to Master Services Agreement**

This Amendment No. 1 ("Amendment") is made on 3<sup>rd</sup> August 2023 by and between:

New Horizon College of Engineering, Bangalore, a company incorporated under laws of India, having its registered office at Ring Rd, near Marathalli, Bengaluru, Karnataka 560103 (hereinafter referred to as "Service Provider", which expression shall deem to include its successors and permitted assigns),

AND

Cappgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III MIDC- SEZ, Village Mann, Tal Mulshi, Pune - 411057 (hereinafter referred to as "Cappgemini", which expression shall deem to include its successors and permitted assigns)

Unless it be repugnant to the context or the meaning thereof, both "Service Provider" and "Cappgemini" shall hereinafter be collectively referred to as "Parties" and individually as "Party".

**WHEREAS:**

- A. The Parties have entered into a Master Services Agreement executed on 2<sup>nd</sup> August 2021 wherein Service Provider has agreed to provide certain services to Cappgemini ("Agreement").
- B. The Parties hereto wish to enter into this Amendment to amend / vary / modify certain clauses of the Agreement to meet the commercial understanding between the Parties in relation to provision of Services. The Parties agree that Agreement as amended by this Amendment shall apply to Services rendered by Service Provider to Cappgemini under any SOWs executed between the Parties.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. The parties wish to extend the term of above referred MOU from 3<sup>rd</sup> August 2023 to 2<sup>nd</sup> August 2025.
- 2. In the event of any conflict between the terms and conditions of the Master Services Agreement and this Agreement, the terms of this Agreement shall prevail to the extent of such conflict.
- 3. Except to the extent amended above, all other terms and conditions of the Agreement remain unaltered and shall continue to remain in full force and effect.

IN WITNESSES WHEREOF the parties have signed this Agreement on this date, month and year first above written in the presence of following Witnesses:

For and behalf of New Horizon College of Engineering (NHCE)

By: \_\_\_\_\_

*Manjunatha*

Name: DR. MANJUNATHA  
Title: PRINCIPAL  
Date: 11/10/2023

Dr. Manjunatha  
Principal  
New Horizon College of Engineering  
Ring Road, Bellandur Palye, Near Marathahalli,  
Bangalore - 560 103

For and behalf of Cappgemini Technology Services India Limited

By: \_\_\_\_\_

*Chandra Ledy*

Name: CHANDRA LEDDY  
Title: EX-P MANAGING DIRECTOR  
Date: 18/10/2023