

5G Center of Excellence (CoE)

Amendment No. 1 to Memorandum of Understanding

This Amendment No. 1 ("Amendment") is made on 1st March 2024 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

Capgemini 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 "Capgemini", 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 "Capgemini" shall hereinafter be collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- The Parties have entered into a Memorandum of Understanding executed on 28th February 2022 wherein Service Provider has agreed to provide certain services to Capgemini ("MoU").
- The Parties hereto wish to enter into this Amendment No. 1 to amend / vary / modify certain clauses of the MoU to meet the commercial understanding between the Parties in relation to provision of Services. The Parties agree that MoU as amended by this Amendment shall apply to Services rendered by Service Provider to Capgemini under any SOWs executed between the Parties.

NOW THEREFORE, the Parties hereto agree as follows:

- The parties wish to extend the term of above referred MOU from 1st March 2024 to 2nd March 2026.
- In the event of any conflict between the terms and conditions of the MoU and this Amendment No. 1, the terms of this Amendment No. 1 shall prevail to the extent of such conflict.
- The Institution agrees, acknowledges, and remains responsible to upskill the students on softskills, presentation skills, MS Office etc.
- Except to the extent amended above, all other terms and conditions of the MoU remain unaltered and shall continue to remain in full force and effect.

IN WITNESSES WHEREOF the parties have signed this Amendment No. 1 on this date, month and year first above written in the presence of following Witnesses:

For and behalf of **New Horizon College of Engineering, Bangalore**

By:

Name: **Dr. Manjunatha**

Title: **Principal**

Date:

Dr. Manjunatha
Principal

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

For and behalf of **Capgemini Technology Services India Limited**

By:

Name: **Chandra Reddy**

Title: **EVP & Managing Director**

Date: **26th February 2024**

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, 3rd 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


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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 11/2024


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


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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
4/1/2024

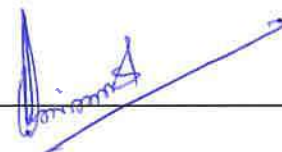
New Horizon Educational Institution
Bengaluru

By : Dr. Manjunatha B.
Title: Principal

Witness



By: Mn Amith Reddy
Title: Operations Manager



By: ANIS MIRZA
Title: Director - CR & Placements



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Panathur, Bengaluru-560037

Automation Anywhere Academic Alliance Agreement

This Academic Alliance Agreement ("Agreement"), dated as of 25th April 2022 (the "**Effective Date**"), is entered into by and between Automation Anywhere, Inc., a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A. (hereafter referred to as "**AAI**"), and **NEW HORIZON COLLEGE OF ENGINEERING** a Karnataka/India located at Kadubeesanahalli, Marathalli – Sarjapur Outer ring road, Bangalore, 560103 (hereafter referred to as "**University**"). University and AAI are hereafter collectively referred to as the "parties".

WHEREAS, AAI is offering the "Automation Anywhere Academic Alliance Program" (the "**Program**"), in which enrolled students of certain universities ("**Students**") may attend a university course (the "**Course**"), taught by a faculty member directly trained and certified by AAI as an AAI trainer ("**Faculty Trainer**") in a classroom enabled with AAI software as an AAI Center of Excellence.

WHEREAS, University is not seeking to prepare Students for certification by AAI on Robotic Process Automation. Should University elect to include certification as part of its Course offering(s) in the future, the parties shall amend this Agreement in writing to incorporate terms governing certification;

WHEREAS, University desires to participate in the Program.

THEREFORE, for good and valuable consideration as set forth below, the parties agree as follows:

1. Definitions.

"Center of Excellence" or **"CoE"** means the setup of the Software on University equipment by AAI and provision of Documentation to enable the Faculty Trainer to instruct the Students in the Course.

"Documentation" means (a) the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and (b) the training materials that the Faculty Trainer will use in instructing Students as part of the Course, as such Documentation may be updated by AAI from time to time.

"Software" means AAI's proprietary software in machine-readable, object code form only, the Documentation, and all modifications made thereto by AAI, and any updates or upgrades that AAI provides to University, in order for University to provide the Course under this Agreement.

"Use" means the installation, accessing, displaying, and operation of the AAI Software to automate business processes and tasks.

2. **Roles and Responsibilities.** The parties agree to each undertake and fully perform during the Term the following obligations for the success of the Program, and, except as explicitly stated in Section 2.2, such obligations will be undertaken at the respective party's sole cost and expense:



2.1 *AAI Responsibilities.*

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|--|
| -Provide courses for University's faculty (at either University's premises or remotely); |
| -Provide e-learning access to those Students enrolled in the Course; |
| -Provide the Software under the license terms set forth in Section 3 of this Agreement; |
| -Work with the University to install the Software and provide Documentation; |

2.2 *University Responsibilities.*

| |
|--|
| - Avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or to the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI products or services that are inconsistent with the materials distributed by AAI in connection with the Program. |
| -Subject to University's request for AAI on-site assistance and subject to University's prior written consent, reimburse AAI for reasonable costs of travel, accommodations, and incidental expenses, incurred by AAI representatives who assist on-site at University with setting up the CoE, on-site training of Faculty, and the like. |
| -Reporting: provide designated AAI contact with number of Students enrolled in each Course (Student names not required) and research uses. |
| Participate in Academic Alliance Faculty Training Program as set forth in <u>Annex A</u> |

3. Intellectual Property.

3.1 *Limited Software License.* Subject to the terms and conditions of this Agreement, AAI grants University a limited, non-exclusive, non-transferable, non-production license to Use the Software during the Term only for University's Use for the express purpose of providing the Course to Students in connection with Program. For clarity, University may not Use the Software for its own internal use.

3.2 *Restrictions.* The Software is licensed, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its suppliers. All rights in the Software not expressly granted hereunder are reserved. University shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the Software to human readable form. University shall not remove any copyright or other proprietary notices contained in the Software. University shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party.

3.3 *Warranty Disclaimer.* AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF UNIVERSITY'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

3.4 *Publicity; Trademarks.*

3.4.1. At AAI's discretion, the parties may issue a joint press release in form and substance reasonably acceptable to each party as promptly as practicable following the Effective Date. Further, AAI may include University's name on list of schools participating in the Program in AAI promotional materials including but not limited to AAI's website.

3.4.2. This Agreement does not grant either party the right to use the other party's trademarks except as set out under this Section 3.4.2. Subject to the parties' respective trademark policies and style guidelines as either posted on the parties' respective websites or available upon the other party's request (which policies and guidelines may be amended from time to time in each respective trademark owner's sole discretion), and the terms and conditions of this Agreement, each party hereby grants to the other a non-exclusive, non-transferable, non-sublicensable, and world-widelicense to use its respective trademarks, wherein AAI grants the foregoing mentioned rights to its marks as identified in Annex B (the "**AAI Marks**") and wherein University grants the foregoing mentioned rights to its marks as identified in Annex C (the "**University Marks**"), during the Term solely in connection with the promotion and advertising of the Courses and Program as more fully set forth in Sections 2.1 and 2.2 under this Agreement.

3.4.3. Each party shall have the right to inspect and approve prior to the other party's use any and all proposed usage of its Marks. Each party will not alter the the other party's Marks in any way, nor will it incorporate, combine, or use the other party's Marks in any manner as part of, or in close proximity to, another company's name, product or service name, logo, slogan, or trademarks without obtaining the prior written approval of the other party.

3.4.4. Each party acknowledges and admits the validity and other party's ownership of all right, title and interest in and to the other party's Marks and all goodwill associated with the other party's Marks, and each party agrees that all use by it of the other party's Marks will inure to the other party's benefit.

4. **Confidentiality**

4.1 *Confidential Information.* "**Confidential Information**" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party and any Feedback regarding the Course, and with respect to any party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.

4.2 *Non-Disclosure and Restrictions on Use.* As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

4.3 *Confidentiality Exceptions.* The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions.

5. Indemnity.

5.1 *Indemnification Obligation.* Each party (the "**Indemnifying Party**") will defend the other party, and its employees, directors, agents, and representatives (collectively, the "**Indemnified Party**"), from any actual or threatened third party claim to the extent that it arises from: (a) the Indemnifying Party's breach of its confidentiality obligations in Section 4; (b) any alleged infringement by the Indemnifying Party of any third party intellectual property rights; (c) the negligent acts, omissions, negligence or willful misconduct of the Indemnifying Party in the performance of its obligations pursuant to this Agreement; (d) the failure of the Indemnifying Party to comply with, and any liabilities arising under, any applicable law (each, a "**Claim**").

5.2 *Indemnification Procedures.* The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party giving the Indemnifying Party prompt written notice of any Claim; (b) the Indemnifying Party having full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party providing assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complying with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them by a court of competent jurisdiction in any Claim under this Section 5; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

5.3 *Indemnification Limitations for Third Party Infringement Claims.* An Indemnifying Party will have no obligation under this Section 5 or otherwise solely to the extent the claim is based on: (i) any combination of the Indemnifying Party's technology, products, or services with technology, products or services not provided by the Indemnifying Party; (ii) use of Indemnifying Party's technology, products or services for a purpose or in a manner for which the technology, products or services were not designed; (iii) any modification to Indemnifying Party's technology, products or services made without Indemnifying Party's express written approval, (v) any modifications made to the technology, products or services by Indemnifying Party pursuant to the Indemnified Party's specific instructions, or (vii) any intellectual property right owned or licensed by the Indemnified Party.

5.4 THIS SECTION 5 STATES AN INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNIFYING PARTY'S ENTIRE LIABILITY FOR ALL THIRD-PARTY CLAIMS.

6. **Limitation of Liability**

6.1 NETHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE DAMAGES IN EXCESS OF FIFTY THOUSAND DOLLARS (USD \$50,000).

6.2 *Limitation of Liability Exclusions.* The limitations of liability set forth in Section 6.1 above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in Section 4 (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

7. **Term and Termination.**

7.1 *Agreement Term.* This Agreement is effective as of the Effective Date for three (3) year period thereafter ("**Term**"). For clarity, the license granted to University in Section 3 will terminate immediately upon termination or expiration of the Term. Prior to the expiration of the Term, the parties may amend this Agreement to extend its term.

7.2 *Termination.* Notwithstanding the foregoing, this Agreement may be terminated (a) by AAI for any reason upon sixty (60) days' notice to University, and (b) either party immediately upon written notice if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice.

7.3 *Effect of Termination.* Upon the effective date of termination of this Agreement: (a) University's license to the Software ceases, and University shall immediately remove all copies of the Software from all systems owned or controlled by University. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement.



8. General.

8.1 *Export.* University agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

8.2 *Business Practices.* University will: (a) conduct its business (including, without limitation, performance of its obligations under this Agreement) in a manner that reflects favorably on the goodwill and reputation of AAI; and (b) avoid deceptive, misleading or unethical practices detrimental to AAI, its Software and services offerings, or the public, including, without limitation, by refraining from making any representations or warranties to any third party with respect to the features or capabilities of any AAI courses or training certifications, AAI products or services, that are inconsistent with the literature and documentation distributed by AAI.

8.3 *Anti-Corruption.* The parties each represent and warrant that neither it, nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have taken any action, directly or indirectly, that would constitute a violation, or implicate AAI in a violation, of any law of any jurisdiction in which it performs business, or of the United States of America, including without limitation, the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), and where applicable, any anti-bribery/corruption legislation ("**Anti-Bribery Act**") enacted by countries in which it is incorporated as an entity, including, but not limited to, the country or countries in which it is to perform under this Agreement (collectively, "**Anti-corruption Laws**"). University, and, to its knowledge, its affiliates have conducted their businesses in compliance with such Anti-corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

8.4 *Open-Source Software.* The AAI Software contains open source software ("**OSS**") that is subject to separate licenses. University agrees to comply with the applicable license terms for any such OSS. Neither the OSS nor its applicable license terms shall restrict University's use and enjoyment of the Software, or limit University's rights, benefits or remedies under this CAA. Any such OSS, and the notices, license terms and disclaimers applicable to such OSS shall be identified to University by email, website identification or a notice visible within the Software.

8.5 *Governing Law and Jurisdiction.* This Agreement and all matters relating to this Agreement shall be governed by, and construed in accordance with the following laws:

8.5.1. If University is located outside of the United States, then any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

8.5.2. If University is located within the United States, then the governing law of this Agreement shall be the substantive law of California. Jurisdiction shall be of the State of California (without giving effect to the choice of law principles thereof). Any action based on



or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in Santa Clara County.

The parties hereby expressly and irrevocably submit to the jurisdiction of the above-referenced courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

8.6 *Injunctive Relief.* The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

8.7 *Force Majeure.* A party is not liable under any Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

8.8 *Parties' Relationship.* The parties agree that this Agreement is non-exclusive, and no party will be prevented from entering into similar arrangements with other third parties. The parties are independent contractors of each other in the performance of the obligations of this Agreement. Notwithstanding the identification of "Partner" in this Agreement, neither party will be considered the legal partner of the other party in any respect, and nothing in this Agreement or in the performance hereof will create or imply any joint venture, franchisee-franchisor relationship, or principal-agent relationship between the parties. No party will have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

8.9 *Binding Nature; Assignment.* This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that University shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the prior written consent of AAI; any other attempted assignment shall be void.

8.10 *Notices.* Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.



8.11 *Headings.* Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.


8.12 *Survival; Interpretation; Severability.* All provisions which are intended by their nature to survive, shall survive such performance, or the expiration or termination of this Agreement, including without limitation those relating to limitation of liability, and infringement indemnity. Each provision of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*) or otherwise, notwithstanding the failure of the essential purpose of any remedy. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.

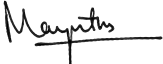
8.13 *Entire Agreement; Modification and Wavier.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and no other terms or conditions set forth in any other document provided by University shall be part of any this Agreement unless specifically accepted by AAI in writing. No modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

AUTOMATION ANYWHERE, INC.

UNIVERSITY: NEW HORIZON COLLEGE OF ENGINEERING

By: 
Bob Baker (Apr 27, 2022 06:37 EDT)
Name: Bob Baker
Title: Vice President, Corporate Operations
Date: 27-Apr-2022

By: 
Name: Dr. Manjunatha B
Title: Principal
Date: 27-Apr-2022
Email: principal@newhorizonindia.edu



ANNEX A

Academic Alliance Faculty Training Program

A key component of the “Automation Anywhere Academic Alliance Program” is that AAI trains University faculty members to become Faculty Trainers. Only authorized Faculty Trainers may teach enrolled students (“*Students*”) in a classroom enabled with AAI software.

SCHEDULE/LOCATION: The Academic Alliance Faculty Training Program is structured under Learning Subscription program held virtually, based on the open training calendar published on Automation Anywhere University site.

FEES; INVOICES: The fee for the Faculty Training Program is \$ **1499 USD** for up to **2 faculty** trainees.

If University wishes to have additional faculty participate in the Training Program or running any additional training services, additional fees may apply and must be mutually agreed in writing. AAI will invoice University and University shall pay such invoice within thirty (30) days of the date of invoice.

EXPENSES: In case of any travel / accommodation required to conduct any service , the University will arrange the same.

Learning Subscription Program Details: <https://university.automationanywhere.com/training/training-subscription-plans/>

Instructor Led Training Calendar: <https://university.automationanywhere.com/training/rpa-events?sc=classes#ucScrId>

Role Based Learning Trails: <https://university.automationanywhere.com/training/rpa-learning-trails/>



ANNEX B

AAI Marks

University may use the below identified mark(s) of AAI:

1. Composite “A-Logo + Automation Anywhere + Go be great” mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561; 5,553,222.



2. Composite “A-Logo + Automation Anywhere + Bot Lab” mark, as specifically shown below. US Registration Nos. 4,781,160; 3,913,711; 5,566,006; 5,661,561.



ANNEX C

University Marks

AAI may use the below identified mark(s) of the University.





Memorandum of Understanding (MOU)

The MEMORANDUM OF UNDERSTANDING (MOU) is entered on 4th January 2023 by and between

New Horizon College of Engineering (NHCE) located at Dr. Puneeth RajKumar Road, Kadubeesanahalli, Marathalli-Sarjapur Outer Ring Road, Bangalore- 560103 registered under AICTE Registration 1-11989651 dated 8th July 2022 hereinafter referred to as “**NHCE**” (which expression shall be deemed to mean and include its successors and permitted assigns)

and

Brillio Technologies Private Limited, a global technology consulting firm focused on leveraging emerging technologies for innovation and application modernization having its registered office at 4th Floor, Bren Optimus, No. 8/2 Dr. M.H. Marigowda Road, Bangalore – 560029, Karnataka hereinafter referred to as “**BRILLIO**” (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns)

NHCE and Brillio are hereinafter individually referred to as ‘Party’ and together as ‘Parties’.

This MOU between **Brillio** and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction is enhance the pool of Students talent in technologies suggested by **Brillio**.

The parties to this MoU in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this MoU agree as follows.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Representations and Warranties

1.1 Each party represents and warrants to the other party that:

- a. It has full power and authority to execute, deliver and perform its obligations under this MoU.
- b. The execution and delivery of this MoU will not result in breach of its constitutional documents and/or default under the laws to which it is bound; and
- c. The execution and delivery of this MoU will not result in breach of any terms and conditions of any agreement to which it is a party.

2. Rights and obligations of NHCE

- 3.1 NHCE shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered.
- 3.2 NHCE agrees to unconditionally grant Brillio preferential status for recruiting the students from the campus.
- 3.3 Brillio to provide pre joining learning opportunities to Campus selects. Reward Best Student of the Institute from relevant branches.
- 3.4 NHCE teachers/professors/ employees/consultants to Closely work with Brillio.
- 3.5 NHCE Relationship Sponsor to agree on Engagement Charter
- 3.6 NHCE to Agree mutually on dates, topics, time slots for Guest Lecture, FDPs and other activities forming part of this MOU.
- 3.7 NHCE to invest in software and other suite of products and related underlying software to set up Brillio Sponsored Lab.
- 3.8 NHCE agrees to ensure that all personnel from NHCE (including students) abide by the applicable Brillio policies when working on Brillio premises regarding Collaboration. Each Party shall severally defend, indemnify, keep indemnified and hold each other, its affiliates and their directors, agents and employees harmless from all claims, actions, suits, damages, costs and expenses (including attorney fees), losses, penalties, fines, charges, liabilities, cause of action, in relation to or arising out of: (i) the breach of representations, warranties or obligations; or (ii) personal injury or death or property damage incurred under this MOU.

4. Non-Exclusivity

This Collaboration is non-exclusive, and each party shall be free to enter similar collaborations with other institutions organizations.

5. Compensation

The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.

6. Termination

Either party shall reserve the right to terminate this MOU after giving a written notice of 30 days for breach of any term under this MOU.

7. Dispute Resolution & Jurisdiction

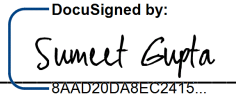
All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Bangalore, India.

8. Relationship between the Parties

This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written.

**Accepted for and on behalf of
Brillio Technologies Private Limited**

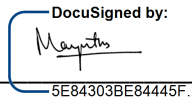
Signed: 
8AAD20DA8EC2415...

Name: Sumeet Gupta

Designation: Head of Procurement

Date: January 29, 2023

**Accepted for and on behalf of
New Horizon College of Engineering**

Signed: 
5E84303BE84445F...

Name: Dr. Manjunatha

Designation: Principal

Date: January 22, 2023

Annexure – 1

| Topics | Details of the Project |
|---|--|
| Students eligible for the program | Pre-Req: Web technologies/Mobile, Database technologies, Python (NHCE already has). CSE, ISE, AI/ML and EC- will be included. |
| Course Curriculum Details | Course to delivered within 40 hours spread across of 16 weeks. Timeline: For 6 th Semester of 2024 batch |
| Content Details | Content to begin with basics that covers - Cloud technology (AWS or Azure). Will built on top of it with content Digital Twin, Data Democratization etc. |
| Lab specifications | Basis content coverage, will come up with the required lab setup |
| Lab availability | Post receiving the lab-specs from Brillio, NHCE to confirm the availability of required things |
| Delivery | 25% of the course to be delivered by Brillio |
| | Train the Trainer model to train NHCE faculties. Tentative plan is to have 2 faculties from each department |
| | TTT program can be rolled in Nov - approx. 5 days of course. |
| Minimum number of hiring per year | Basis business requirement |
| Internship of selected student | As required and relevant |
| Provide consultancy to faculty of NHCE on revenue sharing Model | As per requirement |

Memorandum of Understanding

for 'Industry-Academia Tie-up'

Between

Chaarvedha Solutions, Bengaluru



Chaarvedha

and

**New Horizon College of Engineering,
Bengaluru**



With effect from 10.02.2024

This Memorandum of Understanding ("MoU") is entered into on the 10th day of February 2024 ("Effective") by and between

Chaarvedha Solutions, Bengaluru, a Leading System Integrator company in Automation Industry and EV Technology, having its registered office at Garvebhavi Palya, Bengaluru - 560068, Karnataka, India (hereinafter referred to as '**CHAARVEDHA**'), of the **FIRST PART**,

and,

New Horizon College of Engineering, 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 "**NHCE**") of the **SECOND PART**.

NOW THIS MoU aims to capture the understanding reached between CHAARVEDHA and NHCE 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 research projects, consultancy, knowledge exchange programmes, internships and recruitments.

Scope of the MoU

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

Other areas:

- (i) To exchange information on research and educational programs,
- (ii) to exchange information on teaching, learning material and other literature relevant to the educational and research programs,
- (iii) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's employees to participate therein,
- (iv) to organize jointly seminars, conferences or workshops on topics of mutual interest and to invite each other's employees to participate therein,
- (v) To propose and engage jointly in research or training programs, and to invite each other's employees to participate therein,
- (vi) To exchange, staff and students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and /or research,
- (vii) The provision of intellectual enrichment opportunities for staff and students,
- (viii) To explore further industry connects with mutual interests,
- (ix) To use laboratory 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.

Roadeep Kumar

Mangrath

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 CHAARVEDHA, and (b) programme coordinator from the side of the NHCE, 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.

PRECLUDED FROM:

The parties agree that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MoU on the similar program(s).

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.

IV) COSTS:

This MoU does not constitute any component of financial on both the parties and their staff, however, the CHAARVEDHA will pay the cost of research consultancy services to the NHCE 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.

Pradeep Kumar

Mayank

V) TERM:

This MoU shall be valid from the Effective Date and shall remain in force for 2 (two) years from the Effective date, 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 inbetween if required. NHCE 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 CHAARVEDHA:

| | |
|-------------|----------------------------|
| Name | PRADEEP KUMAR G |
| Designation | MANAGING DIRECTOR |
| Email | info@chaarvedha.com |

Point of contact of NHCE:

| | |
|-------------|--------------------------------------|
| Name | PROF. GURUCHARAN SINGH |
| Designation | Sr. EXECUTIVE DIRECTOR |
| Email | sr.ed_hrd@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. CHAARVEDHA acknowledges that certain services as NHCE may require services from sub-contractors for providing services to CHAARVEDHA.

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.

Pradeep Kumar G

Mayur Singh

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.

Pradeep Kumar G
Chaarvedha Solutions
Bengaluru

By: **Mr. Pradeep Kumar G**
Title: **Managing Director**



Witness

Manjunatha
10/2/2024
New Horizon College of Engineering
Bengaluru

By: **Dr. Manjunatha**
Title: **Principal**

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

By:
Title:

Susitha
10/2/2024
By: **Dr. S. SUSITHA**
Title: **Professor / EEE**



Memorandum of Understanding

for 'Industry-Academia Tie-up'

between

Dynalektric Equipment Private Limited, Bengaluru

and

New Horizon College of Engineering, Bengaluru

with effect from 13.07.2023

This Memorandum of Understanding ("MoU") is entered into on the 15 day of July 2023 ("Effective") by and between

Dynalektric Equipment Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Survey No. 49/2 Vaderamanahalli Village, Kallabalu, Anekal Taluk, Bengaluru - 560105, Karnataka, India (hereinafter referred to as 'DEPL'), of the **FIRST PART**,

and,

New Horizon College of Engineering, 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 "NHCE") of the **SECOND PART**.

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

1) UNDERSTANDING

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

Scope of the MoU

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

Other areas:

- (i) to exchange information on research and educational programs,
- (ii) to exchange information on teaching, learning material and other literature relevant to the educational and research programs,
- (iii) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's employees to participate therein,
- (iv) to organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's employees to participate therein,
- (v) to propose and engage jointly in research or training programs, and to invite each other's employees to participate therein,
- (vi) to exchange, staff and students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and/or research,
- (vii) the provision of intellectual enrichment opportunities for staff and students,
- (viii) to explore further industry connects with mutual interests,
- (ix) to use laboratory facilities in specific cases for a limited period,

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.

IV) COSTS:

This MOU does not constitute any component of financial on both the parties and their staff, however, the DEPL will pay the cost of research consultancy services to the NHCE 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.

V) TERM:

This MOU shall be valid from the Effective Date and shall remain in force for 2 (two) years from the Effective date, 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. NHCE 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 DEPL: **Name: Mrs. Sangam Patil**
Designation: Director
Email: spatil@dynalektric.com

Point of contact of NHCE: **Name: Prof. Anis Mirza**
Designation: Head - CR & placements
Email: tpo@newhorizonindia.edu



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 DEPL, and (b) programme coordinator from the side of the NHCE, 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.

PRECLUDED FROM:

The parties agree that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MOU on the similar program(s).

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.

Dynalektric Equipment Pvt Ltd

Email: info@dynalektric.com Phone: +91(80) 29611999 Website: www.dynalektric.com

Address: Sy.No. 49/2, Vaderamanchenahalli Village, Kallubalu to anekal Road, Jlgani(H), Anekal(T), Bangalore - 560105
Page 3 of 5



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. DEPL acknowledges that certain services as NHCE may require services from sub-contractors for providing services to DEPL.

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.

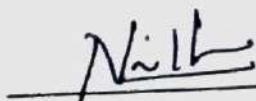
IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative' of such party as of the date first above written.




Dynalectric Equipment Private Limited
Bengaluru

By: Mr. Shashank Srivaths
Title: Managing Director

Witness



By: Nivedha
Title: Sales & Marketing



New Horizon College of Engineering
Bengaluru

By: Dr. Manjunatha B.
Title: Principal

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



By: K. Santhosh Kumar
Title: HR - manager (CR, T & P)

Dynalectric Equipment Pvt Ltd

Memorandum of Understanding

for 'Consultancy Collaboration'

between



English Arcade (Bengaluru)

and



New Horizon College of Engineering (Bengaluru)

with effect from 27.03.2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into at Bengaluru on 27th March 2024.

By and Between

English Arcade (hereinafter referred to as "**English Arcade**"), herein after represented by Ms. Najeeb Ilyas with its Registered office addressed at 14, 2nd E Cross, Hanumanthappa Layout, KHB Colony Main Road, RT Nagar, Bengaluru, Karnataka – 560032 on the First Part;

AND

New Horizon College of Engineering, Bengaluru (hereinafter referred to as "**NHCE**") hereinafter represented by Prof. Gurucharan Singh (Sr. Executive Director – HRD, Corporate Relations, L&D, Consultancy and IIC) and having its principal address at Outer Ring Road, Kaverappa Layout, Kadubeesanahalli, Bengaluru, Karnataka – 560103 the Other Part;

English Arcade and NHCE are individually referred to as the "Party" and collectively as the "Parties".

Whereas NHCE, with an objective of promoting consultancy services has approached English Arcade.

English Arcade through its vast network shall support NHCE with opportunities to impart trainings in the areas, relevant to the skill sets of NHCE's L&D personnel.

The Parties upon mutual discussions have decided to record the same in writing as below through this MoU.

1. Term of MoU

This MoU will be effective from 27th March 2024 and continue to be in full force and effect for a period of **2 (two) years** as mentioned in Clause 6 (a) below.

2. Objective

The objective of this MoU is to briefly outline the roles and responsibilities to be undertaken by the Parties that shall be mutually beneficial for the overall agenda of catering to training assignments in the industry in technical domains and life skills.

3. Scope, roles and responsibilities

Consultancy

- English Arcade will provide Corporate Training Opportunities (Projects) for the personnel (soft skills trainers) available in the Centre for Life Skills and Skill Development at NHCE to facilitate.

#14, 2nd E Cross, Hanumanthappa Layout, KHB Colony Main Road, RT Nagar Post, Bengaluru, 560032

Mob: 8123034185 , 8147031546 | Email: info@englisharcade.com | Website: www.englisharcade.com



- For technical projects taken up by English Arcade, NHCE will provide faculty members / trainers as resource persons to cater to feasible and relevant projects as per the available skill sets.

4. Expenses and Accounts

The Parties mutually agree that any expense incurring activity for the programs covered in this MoU will be discussed and separate agreements will be drawn to cover them, in accordance with the work orders.

5. Confidentiality

- As may be appropriate from time to time, each Party may share information with the other on a regular basis regarding the arrangement under this MoU. The Parties agree that all information disclosed under this MoU, which is manifestly confidential or identified in writing as confidential by the disclosing party shall be used by the receiving party only for the purposes of this MoU and shall not be disclosed to any third party, without the prior written consent of the disclosing party. The restrictions under this clause will not apply to any information which: (i) is in or enters the public domain other than as a result of a breach of an obligation under this clause; (ii) is acquired from a third party who owes no obligation of confidence in respect of the information; or (iii) is or has been independently developed by the receiving Party or was known to it prior to receipt.
- This Confidentiality clause shall survive for a further period of 2 years, post the termination or cancellation of this MoU or any other subsequent renewals made thereto.

6. Term & Termination

- a) This MoU shall commence from the Execution Date and continue to be in full force and effect for a period of 2 (two) years ("Term"). The MoU may be renewed upon expiry of the Term upon mutual consent of the Parties on terms and conditions agreed by the Parties in writing.
- b) It is agreed that either Party may terminate this MoU in mutual agreement with the other Party by giving two months prior written notice. However, the rights and obligations of the Parties that accrued prior to termination, for the prospective alumni, shall continue to bind the Parties irrespective of termination of MoU, till completion of any jointly undertaken program:
- c) This MoU is binding as to the intention and discharge of responsibilities of the Parties but will have no other consequences in terms of damages or other claims arising out of any breach thereof except as specifically stated in this MoU.
- d) Both the parties shall have the right to terminate this MoU or seek relevant modifications to the MoU at any time by notice with immediate effect if it has sufficient reason to believe that the performance of this MoU or any of its related aspects, results or might result in breach or non-compliance of any legal, regulatory, ethical or government guidelines as on date in any jurisdiction.

7. Miscellaneous

a) No partnership

In performing the actions under this MoU, the Parties are independent contractors, and neither Party has power to bind the other.

b) Compliance

The Parties agree to comply with all applicable laws, rules, regulations, notifications, statutes of India in force and amendments made thereto from time to time, including the laws relating to anti-bribery and prevention of corruption.

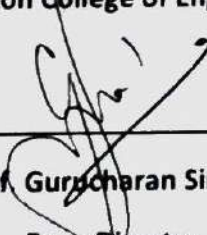

c) Non exclusivity

The Parties at their own free will are entitled to enter into any similar or identical MoUs/Agreements with any other party, either in India or abroad, at any time during the tenure of this MoU without taking the consent from each other. This MoU shall be on a non-exclusive basis.

d) Representation

The Parties represent that they are adequately authorized to represent the Organisations stated herein this MoU.

This MOU shall be amended by mutual written consent of the Parties and shall remain in full force for the tenure stated herein, unless the Parties terminate this MoU through a written termination notice.

| | |
|--|---|
| <p>New Horizon College of Engineering</p> <p></p> <p>_____ Name: Prof. Gurucharan Singh Title: Sr. Ex. Director (HRD, Corporate Relations, L&D, Consultancy and IIC)</p> | <p>English Arcade</p> <p></p> <p>_____ Name: Ms. Najeeb Ilyas Title: CEO / Founder</p> |
|--|---|



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 21st 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



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Government of Karnataka

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| | |
|---------------------------|--|
| Certificate No. | : IN-KA35861463474921V |
| Certificate Issued Date | : 07-Nov-2023 03:53 PM |
| Account Reference | : NONACC (FI)/ kagcsl08/ 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 21st day of December 2023 and effective as of 1st 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
 Dr. Manjunatha
 Principal

Page 1 of 3



New Horizon College of Engineering
 5th Road, Bellandur Post, Near Marathahalli
 Bangalore - 560 103

1. The authenticity of this Stamp certificate should be verified by using the official Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and the official Stamp 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.

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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 1st April 2023 till 31st 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
Principal

New Horizon College of Engineering
Ring Road, Bollandur Post, Near Marathahalli,
Bangalore - 560 103



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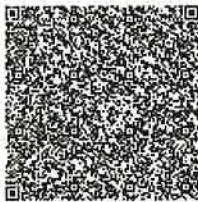
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Government of Karnataka

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)



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MEMORANDUM OF UNDERSTANDING

I. Introduction

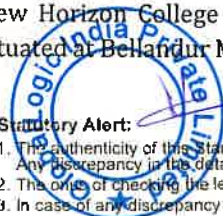
This Agreement establishes a basis for mutual understanding between GlobalLogic India Private Limited (formerly known as GlobalLogic India Limited), having its registered office at 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2nd to 8th Floor, 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

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.



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

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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 2nd to 8th 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: 9th 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 2nd to 8th 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, Bollandur Post,
Bangalore - 560 103

Between NEW HORIZON EDUCATIONAL AND CULTURAL TRUST and IBM

This is a Memorandum of Understanding (MOU) between IBM India Private Limited (IBM) and NEW HORIZON EDUCATIONAL AND CULTURAL TRUST. The purpose of this MOU is to confirm the collaboration between NEW HORIZON EDUCATIONAL AND CULTURAL TRUST and IBM with respect to our intention to work together in the areas of skills, curriculum development, and research, subject to negotiation of a mutually acceptable definitive written agreement(s).

To ensure that the parties understand the nature and the purpose of these discussions so that no misunderstanding occurs, we wish to document the status of the parties' discussions as of this date and provide a framework for ongoing discussions. This MOU sets forth the intentions and understandings of the parties to facilitate our subsequent discussions and evaluations.

Objectives

NEW HORIZON EDUCATIONAL AND CULTURAL TRUST academic and collaborative interests with this potential relationship are initially focused in the following areas:

- Artificial Intelligence
- Quantum
- Cloud
- Cybersecurity
- Data Science
- Internet of Things
- Design Thinking

IBM's business interests specific to this potential relationship are initially focused in these areas:

- To build meaningful lasting relationships with universities around the globe.
- Aligned with IBM's Global Ecosystem spanning 170 countries.
- Focused on:
 - Minority Populations – IBM is committed to increasing access to technology training and supporting job creation for minorities and marginalized communities across the world.
 - Innovation – IBM Corporate Social Responsibility engages with strategic university relationships and collaborates on projects that will help fill the highest priority capability gaps.
 - Global Collaboration – IBM Corporate Social Responsibility collaborates with a broader set of researchers aligned with strategic challenges, sharing state of the art ideas.
 - Building University Capacity – Contribute content and access to cutting edge technology that enables students to be competitive in the technology job market.
 - IBM University Awards – IBM Corporate Social Responsibility sponsors various competitive awards for faculty and universities worldwide.

In engaging in such a relationship, NHECT and IBM believe that each institution will benefit from expanded opportunities in the research, skills, and curriculum development space. NHECT and IBM intend to regularly review the status and progress of this potential relationship with respect to the following areas. These discussions are non-binding.

IBM Responsibilities

Under the proposed relationship, IBM intends to:

- Assist with skills development and curriculum improvements by making available select software, courseware, and other resources of the IBM Academic Initiative
- Provide faculty and students with the opportunity to explore educational resources, tutorials, and experiment with quantum devices through the IBM Q Experience.
- Collaborate to deploy the IBM Skills Academy, including:
 - Online learning resources
 - Cloud access for hands on labs

IBM Memorandum of Understanding
IBM Corporate Social Responsibility

- Curated content
- New industry assets as technology changes
- Digital Certificates
- Make available information about the IBM University Award Programs. As appropriate, IBM will work with NHECT to submit joint applications for awards, subject to the selection procedures.
- Identify, if possible, volunteer IBM University Ambassadors interested in academic roles, including answering technology questions, providing guest lectures, mentoring students, or participate in projects.

NHECT Responsibilities

Under the proposed relationship, NHECT intends to:

- Provide updates to IBM regarding research or curriculum development in strategic areas important to IBM, such as Artificial Intelligence, Cloud, and/or Quantum Computing.
- Invite qualified IBMer(s) to become a member of Department Advisory Committees or other opportunities for Industry feedback on campus.
- Subject to availability and the sole determination of NHECT, provide space for IBM posters or displays on campus.

General terms

- A. Term and Termination.** This MOU will guide the further discussions of the parties until the signing of a definitive agreement, if any. After such date, neither party shall have any further obligations to the other party pursuant to this MOU, except as expressly provided in this MOU. This MOU and the negotiation of a definitive agreement are terminable at will by either party. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if discussions are terminated.
- B. Nonexclusive Relationship.** This MOU outlines a non-exclusive commercial relationship between IBM and NHECT. Nothing contained in this MOU shall be deemed to be a restriction of any type on either party's ability to freely compete or to engage "partnering" relationships with other entities. Any decision by either party to forego, or engage in any other business opportunity or any other activity, to alter any business plan or direction, or to make any investment in anticipation of the consummation of any transaction contemplated by the parties, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or obligation for the other party, even if that party is aware of, or has been informed of or has indicated approval of any such action, decision or election unless agreed to otherwise in an agreement signed by both parties. In the event of termination of this MOU, neither party will be restricted because of these discussions and in any event each party is free to pursue a similar business relationship with others at any time.
- C. Preliminary Nature of Discussions.** During the parties' discussions, the parties will likely exchange written or oral proposals, term sheets (including without limitation the responsibilities' outline contained herein), draft agreements or other similar materials. Neither party may rely on, be bound by, or have any obligation under any such discussion, proposal, term sheet, draft agreement or other preliminary material, even if signed by one or both parties, except for a definitive written agreement signed by an authorized representative of each party that encompasses the subject matter of any such materials. In addition, the parties agree as follows:
1. The parties acknowledge and agree that the proposed business relationship between the parties and the execution of the definitive agreement by NHECT and IBM is subject to all applicable legal and regulatory requirements and all necessary corporate and other approvals of the parties and their respective shareholders, members and/or partners.
 2. Neither NHECT nor IBM nor any of their respective shareholders, members, partners or affiliates will issue any release or other publicity concerning this MOU except with the prior

written approval of the other party. The parties agree to cooperate with respect to any news release or other publicity regarding the foregoing.

3. This MOU shall be read and interpreted with all changes of gender or number required by the context according to the ordinary and usual meaning of words, but words with recognized technical or trade meanings shall be interpreted according to such recognized meanings.
 4. The cost incurred by each party with respect to these discussions, and all subsequent negotiations of the proposed agreement, whether resulting in an agreement or not, and including without limitation legal and attorney, technical and research, financial and other advisory fees, will be borne solely by the party which incurred them.
- D. Export:** NHECT acknowledges that the U.S. Export Administration Act of 1979, as amended, (and its implementing regulations, as amended) prohibit the export of technology, software and/or commodities to certain specified countries. Each party agrees to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each party agrees that unless authorized by applicable government license or otherwise permitted by regulation, including but not limited to U.S. authorization, both parties will not directly or indirectly export or reexport, at any time, any technology, software and/or commodities furnished or developed under this or any other, Agreement between the parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. This section will survive after termination or expiration of this Agreement and will remain in effect until fulfilled.
- E.** The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.
- F.** The parties acknowledge that the exchange of confidential information by NHECT and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 1.
- G.** The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.
- H.** For any claim related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

IBM Memorandum of Understanding
IBM Corporate Social Responsibility


- I. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.
- J. In the event of any dispute or difference arising out of or relating to this MOU or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bangalore and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the Parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.
- K. Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

This MOU supersedes all prior proposals and discussions and is the complete and exclusive statement of the understanding between IBM and NHECT as to the subject matter. This MOU cannot be modified except by a comprehensive writing signed by an authorized representative of each party that specifically amends this MOU. If this document adequately sets forth your understanding of our intentions, please indicate your agreement by signing below and return via email.

Acknowledged for:

IBM

Signature



Name: Mona Bharadwaj

Title: Global University Program-India Leader

Date: 14.09.2022

NEW HORIZON EDUCATIONAL AND CULTURAL TRUST

Signature:



Print name: Dr. Mohan Manghnani

Title: DR. MOHAN. S. MANGHNANI
MANAGING TRUSTEE

Date: 14.09.2022



Attachment 1

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;

- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IBM Memorandum of Understanding
IBM Corporate Social Responsibility

Agreed to:

NHECT
**NEW HORIZON EDUCATIONAL
& CULTURAL TRUST**

By

Authorized Signature:

Name: Dr Mohan Manghnani

Date: 14.09.22

Identification number: BLRN00710D

Address:

100 Ft Road, HAL II Stage,
Bangalore 560008, India.

Agreed to:

IBM India Private Limited

By

Authorized Signature

Name : Mona Bharadwaj

Date: 14.09.22

Agreement number:

IBM address: No. 12, Subramanya Arcade,
Bannerghatta Road, Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

INDUSTRY 4.0

Amendment No. to Master Services Agreement

This Amendment No. 1 ("Amendment") is made on 22nd October 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

Capgemini 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 "Capgemini", 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 "Capgemini" 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 21st October 2021 wherein Service Provider has agreed to provide certain services to Capgemini ("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 Capgemini 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 22nd October 2023 to 23rd October 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

By:



Name: DR. MANJUNATHA

Title: PRINCIPAL

Date: 6th 12th 2023

Dr. Manjunatha
Principal

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

For and behalf of Capgemini Technology Services India Limited

By:



Name: CHANDRA REDDY

Title: EVP & MD, ENGINEERING INDIA

Date: 12/12/2023



CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement (“**Agreement**”) is entered into between Juniper (as defined below) and **New Horizon College of Engineering** (“**JNCAAM**”) (each individually, a “**Party**”, and collectively, the “**Parties**”). This Agreement shall be effective as of date last signed by a party below (“**Effective Date**”).

The Parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions for membership in the JNCAA program.
2. **Appointment of JNCAAM**
 - 2.1. **Membership Appointment.** Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as a member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Juniper Networks Learning Portal. Access to Juniper’s hosted lab facilities is limited and must be granted through the Program Manager. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification, by earning a discounted voucher through a pre-test at the end of each Authorized Course. At Juniper’s sole discretion, membership status, requirements, guidelines, and restrictions are subject to change at any time.
 - 2.2. **Non-exclusive Appointment.** Any appointment of JNCAAM under this Agreement is non-exclusive.
3. **Term.** This Agreement shall commence on the Effective Date and will have an initial term until the June 30th immediately following the Effective Date (“**Initial Term**”). After the Initial Term, on July 1st of each subsequent year, this Agreement shall automatically renew for successive one-year terms (“**Renewal Term**”) (collectively, the “**Term**”); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then-current term.
4. **No Membership Fee; Indirect Purchasing.**
 - 4.1. **No Membership Fee.** Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
 - 4.2. **Indirect Purchasing.** JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, “**Lab Equipment**”) through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable efforts to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts for hardware and software off of Juniper’s then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper will not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.
5. **Membership Obligations, Requirements, and Restrictions**
 - 5.1. **Membership Obligations.** In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Juniper Networks Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
 - 5.2. **Lab Equipment.** Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM’s failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement and the end user license agreement that accompanies such Lab Equipment, and shall be grounds for immediate termination for cause of this Agreement and the accompanying software license.
 - 5.3. **Educational Institution.** Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.

- 5.4. Use of Course Materials in combination with non-Course Materials. JNCAAM instructors may use non-Course Materials, such as JNCAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching of students; provided, use of such materials does not infringe on third parties rights and does not replace, conflict with, or distract from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Courses to students. Authorized Course names and numbers must be referenced accurately by JNCAAM, and all non-Course Materials used for instruction and teaching must be clearly identified as such and differentiated from Courses Materials.
- 5.5. Prohibited Use of Courses Materials. JNCAAM shall not offer to instruct or teach, distribute, or sell any training course for Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruct and teach students Authorized Courses. JNCAAM shall follow written instructions of the Program Manager respecting its instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services that, in the sole judgment of the Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
- 5.6. Course Materials. JNCAAM shall encourage students to obtain current Course Materials provided via the Juniper Networks Learning Portal. From time-to-time, additional materials may be added to list of Authorized Courses. JNCAAM shall not reproduce or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
- 5.7. Student Satisfaction. JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curricula by offering high quality instructional and educational classes that include regular and significant exposure to Juniper's technologies.

6. Confidential Information.

- 6.1. Scope. "**Confidential Information**" means all information disclosed, directly or indirectly, to the other party (the "**Receiving Party**") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by the nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.
- 6.2. Protection. The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish the purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose to any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or licenses to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.

7. **Data Protection.** All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("**DPA**") located at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/>, the terms of the DPA are hereby incorporated by reference and shall apply.

8. Ownership Rights and License Grants.

- 8.1. Ownership of Course Materials, Derivative Materials, and Software.
 - 8.1.1. Juniper has and shall have sole right, title, and ownership to all copyrights and other intellectual property rights in Authorized Courses, Course Materials, and Derivative Materials.
 - 8.1.2. If applicable, JNCAAM may create Derivative Materials solely for purposes of developing classroom materials for use in Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part on any software furnished by Juniper.
 - 8.1.3. JNCAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property rights, if any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.
 - 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
 - 8.1.5. All software and hardware furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.

8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

8.2. Mutual Trademark License Grants.

8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper thereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper (“**Juniper Marks**”) solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors’, as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper’s trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper’s review and approval. Use of the Juniper Marks does not create in JNCAAM’s favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

8.2.2. License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM (“**JNCAAM Marks**”) solely in connection with and to the extent reasonably necessary for the promotion of the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors’, as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM’s trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM’s review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, or interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

9. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the “**Indemnitees**”) from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney’s fees, arising out of any third-party claims resulting from misappropriation of Juniper’s intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, ITS EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase the obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.

10. Limitation of Liability. IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKES IN AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER’S SOLE RESPONSIBILITY AND JNCAAM’S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.

11. Warranty Disclaimer. Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

12. Termination.

- 12.1. Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party; whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.
- 12.2. Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advance written notice.
- 12.3. Effect of Termination. Upon termination of this Agreement:
- 12.3.1. Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, all Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party with a written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.
- 12.3.2. JNCAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all materials and uses containing such Juniper Marks, and Juniper shall promptly discontinue use of the JNCAAM Marks and return to JNCAAM all materials and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed by one of its officers certifying to the return or destruction, of the other party's marks identified herein.
- 12.3.3. As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNCAAM shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Manger authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying the destruction of all such materials.
- 12.4. No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising out of the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damages, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goodwill. However, termination will not extinguish any liability of either party arising before termination of this Agreement.

13. Miscellaneous.

- 13.1. Governing Law. This Agreement shall be interpreted and governed by the Territory Law.
- 13.2. Dispute Resolution. If section 14.25(a) applies:
- 13.2.1. any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Arbitral Tribunal shall consist of a sole Arbitrator. The language of the arbitration shall be English;
- 13.2.2. nothing in this section 13.2 shall preclude any party from seeking interim relief(s) or order(s) for interim preservation in the courts of the Territory Law ("**Territory Court**"), and the parties agree to submit to the exclusive jurisdiction of the Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not be considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes by arbitration in accordance with this section 13.2;
- 13.2.3. notwithstanding sections 13.2.1 and 13.2.2, either party may seek interim injunctive relief in the Territory Court with respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights; and
- 13.2.4. the Parties agree that any disputes arising out of or in connection with this Agreement which the Territory Law specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court and the Parties agree to submit to the exclusive jurisdiction of the Territory Court in respect of all disputes that cannot be resolved by arbitration.
- 13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.
- 13.4. Force Majeure. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.
- 13.5. Assignment. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 13.6. Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service, in the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM as set forth below, or to such other address as may be specified by JNCAAM to Juniper in writing in accordance with this Section. Any such notices shall be considered given upon receipt, as confirmed by the delivery confirmation records. Juniper may permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.

JNCAAM Name - **New Horizon College of Engineering**

JNCAAM Address :- **Ring Road, Marathahalli, Bengaluru, Karnataka 560103**

Attention: -----

Telephone **08066297777** : **principal@newhorizonindia.edu**



- 13.7. **Severability; Remedies; Waiver.** In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. **No Third-Party Beneficiaries.** This Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. **Guidelines and Policies.** Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. **Entire Agreement; Amendment.** This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

14. Glossary



- 14.1. **"Address Details"** means the Juniper corporate address as set forth at <https://www.juniper.net/us/en/contact-us/corporate-counsel/>, but does not include any email address (if listed).
- 14.2. **"Affiliate"** of a party means, any entity and its successors controlled by, controlling, or under common control with, such party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. **"Authorized Course(s)"** means all Juniper certification courses at the associate and specialist certification levels listed at https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths_062218.pdf and located on the Juniper Networks Learning Portal.
- 14.4. **"Authorized Reseller"** means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a valid contract with Juniper to conduct such resale activities.
- 14.5. **"Business Partner Code of Conduct"** means the code of conduct which is located and accessible at <http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>.
- 14.6. **"Codes"** means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references that Juniper makes available to JNCAAM from time to time.
- 14.7. **"Compliance Rules"** means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) any Codes.
- 14.8. **"Course Materials"** means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal and the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials and documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. **"Derivative Materials"** means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. **"Documentation"** in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. **"End User"** means the person or organization that originally purchases, leases or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. **"End User Data"** means all information submitted by JNCAAM to Juniper and may include third party data that JNCAAM submits to Juniper.

- 14.13. "Export Laws" means any export and import controls and trade sanctions, including prohibitions or restrictions with sanctioned entities as described at <https://www.juniper.net/Shipping-Terms-Exhibit>.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.
- 14.15. "JNCAAM" means the Party referenced in the Preamble participating in the JNCAA program under this Agreement.
- 14.16. "JNCAA Website" means the JNCAA website located at <https://jncaa.juniper.net/>.
- 14.17. "Juniper Networks Learning Portal" means the online learning portal available at <https://learningportal.juniper.net>.
- 14.18. "Juniper's Website" means www.juniper.net, including, but not limited to, the JNCAA Website and the Juniper Networks Learning Portal.
- 14.19. "Juniper" means, if Course Materials and/or Authorized Courses are provided by Juniper to a location in: (a) North America, Central America or South America, Juniper Networks (U.S.), Inc., (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or where a location is not listed above, Juniper Networks International B.V.
- 14.20. "Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: <https://www.juniper.net/us/en/privacy-policy/>.
- 14.21. "Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.
- 14.22. "Onboarding Information" means information that Juniper provides to the JNCAAM (as updated from time to time) for the purposes of transacting under this Agreement and, in the case where JNCAAM provides information to Juniper, may include End User Data.
- 14.23. "Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that are applicable to the JNCAA program, referenced in this Agreement, and/or posted at Juniper's Website.
- 14.24. "Program Manager" means the JNCAA manager responsible for oversight of the JNCAA program, as designated by Juniper. The Program Manager may, in Juniper's sole discretion, be changed from time-to-time.
- 14.25. "Territory Law" means: (a) in the case where all of the Parties to this Agreement are incorporated in India, the laws of India and, subject to section 13.2, the Parties consent to the personal and exclusive jurisdiction of the courts in New Delhi; or (b) in all other cases, the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

The Parties are signing this Agreement by their duly authorized officers or representatives.

| | |
|---|---|
| Juniper (as defined in section 14.19 above) | New Horizon College of Engineering |
| <small>DocuSigned by:</small>  (Authorized Representative – Signature) | <small>DocuSigned by:</small>  (Authorized Representative – Signature) |
| Rajendra Kane | Dr. Manjunatha |
| (Authorized Representative – Printed) | (Authorized Representative – Printed) |
| Authorized Signatory August 8, 2022 | August 8, 2022 |
| (Title) (Date) | (Principal) (05.08.2022) |

Juniper Networks
Business
Approved As To Form
Business

| | | |
|--|--|---|
|  <p>NEW HORIZON COLLEGE OF ENGINEERING TOP ENGINEERING COLLEGE OF INDIA...</p> | <h2>Memorandum of Understanding (MOU)</h2> <p>Between Karnataka Management Association & Department Of Management Studies, New Horizon College of Engineering (This MOU is Valid for Next 2 Years)</p> |  <p>KMA</p> |
|--|--|---|

This Memorandum of Understanding (MOU) is entered on the 1st day of March in 2023 (herein referred to as the "Effective Date") into by and between:

New Horizon College of Engineering (MBA) of Kadubeesanahalli, Outer Ring road, Kaverappa Layout, Bengaluru, Karnataka - 560103 (herein referred to as "**Partner A**") And Karnataka Management Association (KMA) of 274, 100 feet Road, Indiranagar, Bengaluru, Karnataka 560038 (herein referred to as "**Partner B**"). Parties may be referenced individually as "Party" and collectively as "Parties".

| | |
|--|---|
| <p>WHEREAS, Parties collectively desire to enter into this MOU to memorialize the terms and conditions of their anticipated collaboration. NOW, THEREFORE, both Parties agree to the following terms and conditions.</p> | |
| <p>Partner A</p> | <p>Partner B</p> |
| <p>The institution will adhere to the installation process and execute the Conexión execution document meticulously in accordance with the terms of the MOU.</p> | <p>All students from a particular batch are required to subscribe to the Membership of KMA, which will be renewable annually to ensure the sustainability of activities under 'Conexión'</p> |
| <p>The institution will collaborate closely with KMA to execute all activities under Conexión as outlined in the MOU.</p> | <p>A Joint Certification Program [Mode: Online/Distance/blended] & Capstone Projects [Fees: to be mutually agreed upon] will be offered to students, and certificates will be issued upon successful completion of the Course. Additional Certification program details will be provided based on associated costs.</p> |
| <p>The institution will provide the necessary infrastructure and resources for the program's implementation.</p> | <p>On the installation day of Conexión, KMA will conduct a workshop [Half day/ Full day] for students and/or faculty.</p> |
| <p>The institution acknowledges and agrees that, apart from membership, the joint certification program for students, workshop on the day of installation, showcasing institution activities in KMA's network, a reasonable number of guest lectures/workshops for students/faculty from year-2, all other activities will be facilitated/advised by KMA @ Membership discounted cost.</p> | <p>KMA will facilitate the institution in connecting with resource persons to conduct guest lectures, expert lectures, FDPs, Seminars, Workshops, Conferences, and faculty recruitment @ Membership discounted cost.</p> |
| <p>The institution will extend full support to carry out various other value-added activities from time to time as outlined in the MOU.</p> | <p>KMA will provide intellectual inputs in an advisory capacity for the teaching-learning process, entrepreneurial activities, and other academic & non-academic processes @ Membership discounted cost.</p> |
| <p>Dr. Manjunatha Principal, New Horizon College Of Engineering</p> | <p>Mr.VR Ravi Kumar President, Karnataka Management Association</p> |

Manjunatha
20/3/2024

VR Ravi Kumar
20/3/24



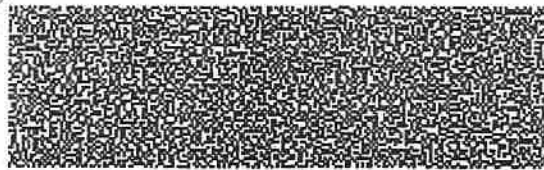
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA06888730955913V
Certificate Issued Date : 06-Oct-2023 02:20 PM
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-RJ
Unique Doc. Reference : SUBIN-KAKACRSFL0885395312328428V
Purchased by : THE MEI LTD
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : THE MEI LTD
Second Party : NEW HORIZON COLLEGE OF ENGINEERING
Stamp Duty Paid By : THE MEI LTD
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

The Mysore Electrical Industries Limited

P.B.No.2221, Tumkur Main Road,
Yeshwanthpura, Bangalore-560022

&

New Horizon College of Engineering

Outer ring road near Marathahalli, Kaverappa layout,
Kadabeesanahalli, Bangalore-560103.

ಪ್ರಕಾಶ ವ್ಯವಸ್ಥಾಪಕರು
(ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು)
ಎಂ.ಇ.ಐ. ನಿಯಮಿತ

Statutory Alert:

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



FOR

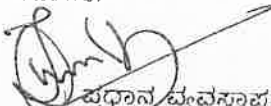
TRAINING PROGRAMS ON SKILL DEVELOPMENT, INTERNSHIP, PROJECTS AND RELATED SERVICES


This Memorandum of Understanding (hereinafter called as 'MoU') is entered into on this DATE: 12/10/2023 by and between:

The First Party, represented by its General Manager (ADMIN.HR & F), **The Mysore Electrical Industries Limited**, and The Second Party, represented herein by the **Principal of New Horizon College of Engineering**

WHEREAS:

- The First Party, **THE MYSORE ELECTRICAL INDUSTRIES LIMITED**, is a Government of Karnataka undertaking and is under the administrative control of the Energy Department. They have a distinguished history of over seven decades in manufacturing 11kV Switchgear, excellent industrial facilities, CNC Machineries, upgraded tooling, facilities for EV Charging, rooftop Soiar plant, and highly skilled trainers to explain 11 kV switchgear manufacturing methods.
- The Second Party, **New Horizon College of Engineering BANGALORE**, is an academic institution offering engineering degree courses.
- First Party and Second Party believe that collaboration and cooperation amongst them will promote more effective use of each of their expertise and resources, providing opportunities for technical training programs for students and faculty members.
- The Parties intend to cooperate and focus their efforts on co-operation in the area of Skill-Based training, Industrial training programs, Internship programs, R&D Projects, and related training services.
- This MoU hereunder is made for the Department of Electrical and Mechanical Engineering branches. Now, therefore, in consideration of the mutual consent set forth in this MOU, the parties herewith agree as follows:


ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು)
ಎಂ.ಇ.ಐ. ನಿಯಮಿತ
ಬೆಂಗಳೂರು-22


Principal
New Horizon College of Engineering
BANGALORE

ಶಿಕ್ಷಣ ಇಲಾಖೆ
ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಬೆಂಗಳೂರು



HEREFORTH, THIS MOU WITNESSETH:

1. PURPOSE:

The primary purpose of this MoU is to formalize the understanding and cooperation between The MEI Ltd., and New Horizon college of Engineering. The MoU aims to facilitate the development and provision of training, coursework, and work shop facilities in the field of Industrial based Power System Protection.

2. THE INITIAL SCOPE OF COLLABORATION INCLUDES THE FOLLOWING ACTIVITIES:

(a) Establishing a Coursework on Industrial based Power System Protection:

MEI and New Horizon college of Engineering will collaborate to create a specialized coursework that aligns with industry standards and provides students with practical knowledge and skills in power system protection and conversion technologies.

(b) Offering Internships and Hiring Opportunities:

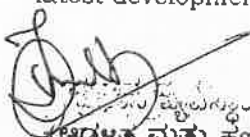
MEI will provide internship opportunities New Horizon college of Engineering, offering them real-world exposure to the industry. Additionally, based on MEI requirements, they may consider hiring talented graduates from New Horizon college of Engineering on contractual basis.

(c) Guest Lectures:

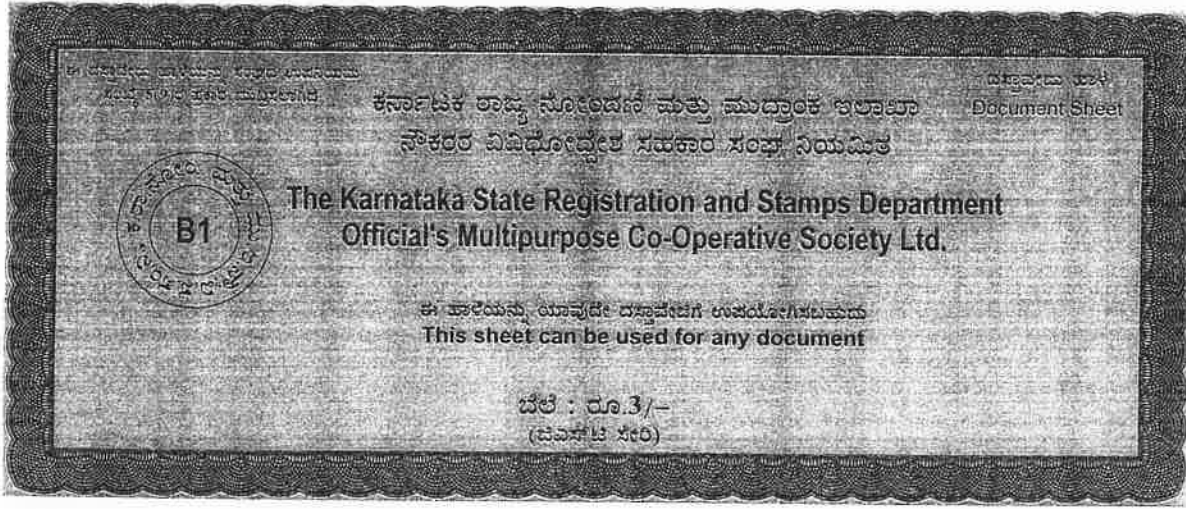
MEI experts will deliver guest lectures at New Horizon college of Engineering, sharing their knowledge and industry insights with students and faculty members.

(d) Industrial Training & Visits:

Industry and Institution interaction will provide an insight into the latest developments/requirements of the industries. The First party


(ಅಧ್ಯಕ್ಷ ಮತ್ತು ಹಣಕಾಸು)
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ಬೆಂಗಳೂರು-22


Dr. Manjunatha
Principal
New Horizon College of Engineering
Ring Road, Bellandur Post, Bellandur, Bangalore - 560 100



will permit the Faculty and Students of the Second Party to visit MEI and also involve in Industrial Training Programs for the Second Party. This will provide confidence and a smooth transition for the students into the workforce.

(e) Master's Projects:

MEI may provide research topics for Master's projects, allowing students to work on research projects relevant to MEI scope of interest.

(f) Utilizing Faculty and Infrastructure:

MEI may utilize the expertise and infrastructure of New Horizon College of Engineering for joint training, sponsored research, and consulting. This collaboration will promote knowledge exchange and practical applications to advance academic research.


3. SCHEDULED TRAINING PROGRAMME AS BELOW:

| Sl. No. | Training program | No of days | No of Batches per year |
|---------|-----------------------------|------------|------------------------|
| 1 | Industrial Training Program | 2 | 24 |
| 2 | Internship | 30 | 12 |
| 3 | Skills training | 4 | 24 |
| 4 | Core competency attachment | 30 | 12 |
| 5 | Projects | 90 | 10 |
| 6 | R&D | 180 | 5 |

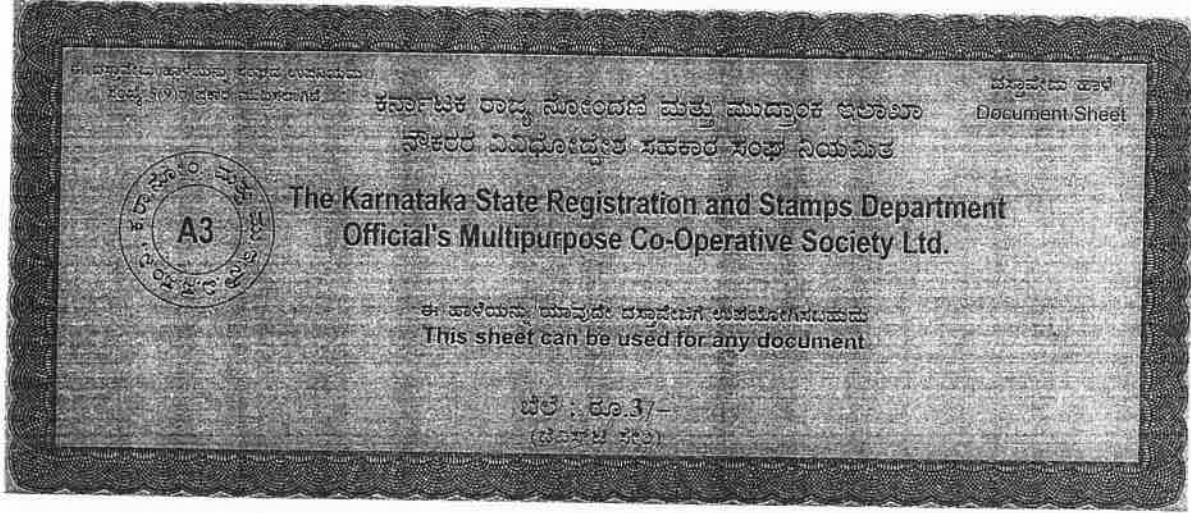
Both parties agree to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

4. VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, MEI, The First party, as the case may be, will take effective steps for the


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 ಡಿ.ಸಿ.ಎ. ನಿಯಮಿತ
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 Dr. S. S. Narayana
 New Horizon College of Engineering
 Ring Road, Bellandur Post, New Bellandur,
 Bangalore - 560 103



implementation of the MoU. Any act on the part of New Horizon College of Engineering Both parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

5. RELATIONSHIP BETWEEN THE PARTIES

It is explicitly agreed that the First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither party is authorized to use the other party's name in any way, make any representations, or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the party. Neither party shall represent itself as having any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

6. OBLIGATIONS & DUTIES:

(a) OBLIGATIONS & DUTIES OF New Horizon College of Engineering Enhancing Industry Interaction:

New Horizon College of Engineering will collaborate with MEI to design and develop a curriculum that fosters strong industry interaction.

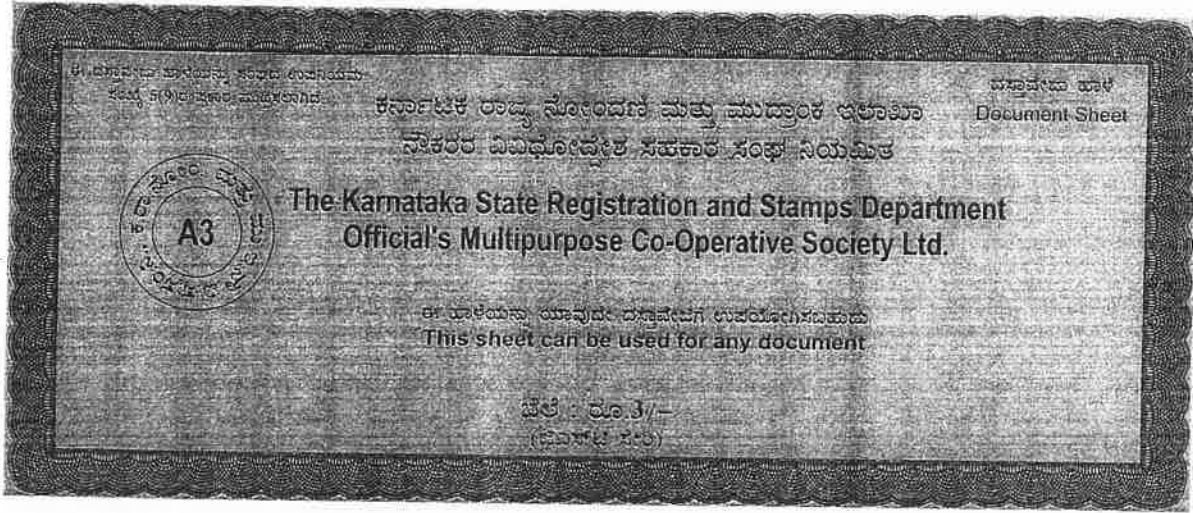
This curriculum will be aligned with MEI's expertise and industry needs.

(b) Compliance with Branding Guidelines:

New Horizon College of Engineering will adhere to MEI's branding guidelines and will seek prior written consent for any external use of MEI's name, logo, or intellectual property.

ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು
(ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು)
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New Horizon College of Engineering
4th Floor, Bull Temple, New Horizon College
Bangalore - 560 005



(c) Legal Compliance:

New Horizon College of Engineering will comply with all applicable laws, regulations, and MEI's policies during the collaboration.

(d) Testing and Research:

Any testing of MEI products conducted by New Horizon College of Engineering will be for research or study purposes only. Results of such tests shall not be shared with third parties without MEI's written approval.

(e) Achievement of COE Status:

New Horizon College of Engineering will strive to ensure that at least 30 students are trained on MEI-sponsored courses within one year from the Effective Date to maintain the Centre of Excellence (COE) Status.

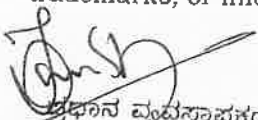
6.1. OBLIGATIONS & DUTIES OF MEI

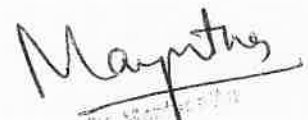
MEI will conduct faculty development and student development programs at mutually agreed cost. Faculty successfully completing these programs will be recognized as "Subject Matter Experts" and will train students accordingly. MEI may also provide certification-oriented training programs.

7. INTELLECTUAL PROPERTY RIGHTS, USE & CONFIDENTIALITY:

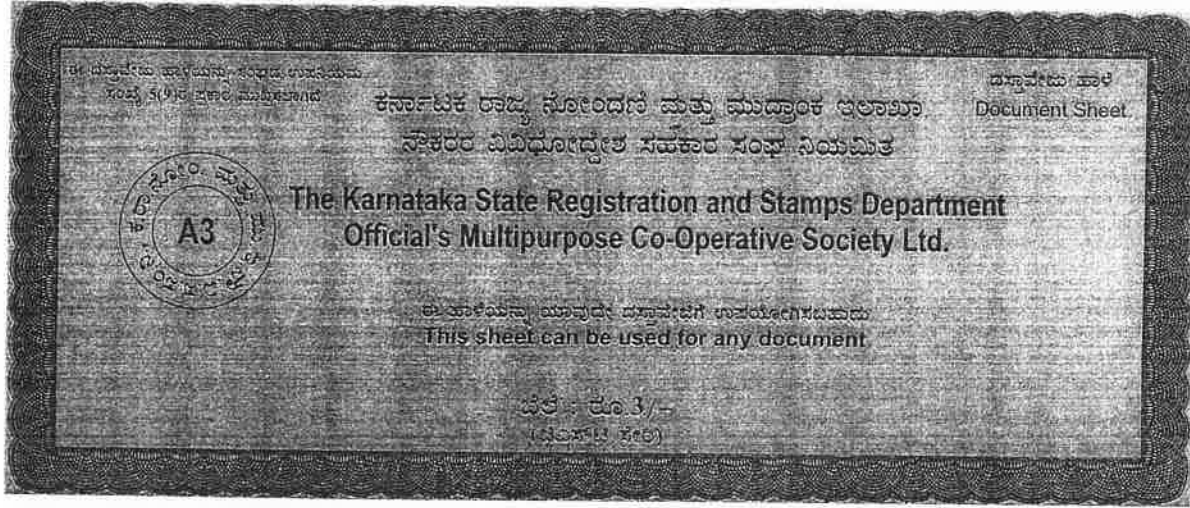
(a) Intellectual Property Rights:

MEI retains ownership and proprietary rights to all materials, information, data, or Confidential Information provided during the collaboration. This includes the exclusive rights to any adaptations, modifications, revisions, or enhancements made to its Confidential Information. New Horizon College of Engineering acknowledges and agrees that it does not and will not possess any ownership or proprietary rights in MEI's products, brand names, trademarks, or information.


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 (ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು)
 ಎಂ.ಇ.ಐ. ನಿಯಮಿತ
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(b) Use:

New Horizon College of Engineering shall refrain from reproducing, sharing, or using MEI's Confidential Information for any purpose other than those specified in this MOU. The use of MEI's materials for commercial purposes is strictly prohibited.

(c) Confidentiality:

New Horizon College of Engineering commits to maintaining the strictest confidentiality regarding MEI's Confidential Information. This obligation remains in force during the term of the MOU and extends for a period of three years following its termination or expiration.

8. TERMINATION:

(a) Termination with Notice:


Either party may terminate this MOU by providing written notice to the other party with at least Thirty days' prior notice. The termination will take effect on the date specified in the notice.

(b) Termination for Breach:

If either party breaches any material provision of this MOU and fails to cure such breach within THIRTY days of receiving written notice from the other party, the non-breaching party may terminate this MOU immediately.

9. CONSEQUENCES OF TERMINATION:

Upon termination of this MOU, New Horizon College of Engineering shall promptly return to MEI or destroy all materials, equipment, and Confidential Information provided by MEI under this MOU. MEI may request written certification of such return or destruction.


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10. LIMITATION OF LIABILITY & INDEMNITY:

(a) Limitation of Liability:

Neither party shall be liable to the other party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, or loss of business, arising out of or in connection with this MOU, even if advised of the possibility of such damages.

(b) Maximum Liability:

The total liability of either party to the other party for any claim arising out of or in connection with this MOU, whether in contract, tort, or otherwise, shall be limited to the total contributions made by the parties under this MOU.

(c) Indemnification:

Each party agrees to indemnify and hold the other party harmless from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this MOU by the indemnifying party.


11. DISPUTE RESOLUTION & GOVERNING LAW:

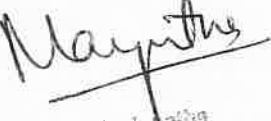
(a) Dispute Resolution:

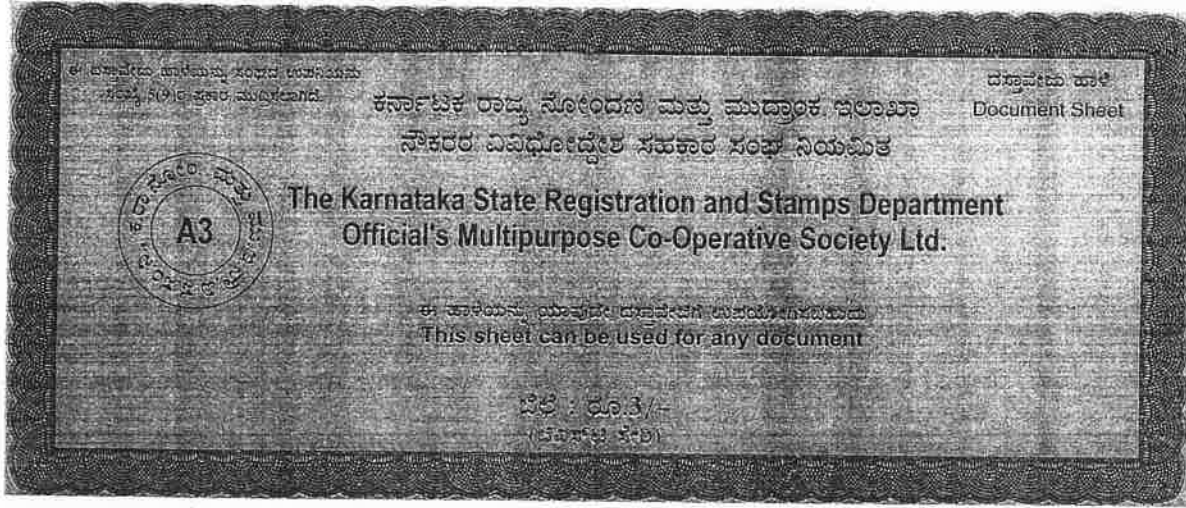
Any dispute, controversy, or claim arising out of or relating to this MOU, or the breach, termination, or validity thereof, shall be resolved through arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall take place in BANGALORE, KARNATAKA India, and the language of the arbitration shall be English.

(b) Governing Law:

This MOU shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes not subject to arbitration shall be brought before the appropriate courts in BANGALORE, KARNATAKA and India.

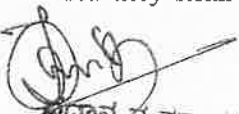

 ಅಧೀನ ವ್ಯವಸ್ಥಾಪಕರು
 (ಆಡಳಿತ ಮತ್ತು ಕಠಿಣಕಾರರು)
 ಎಂ.ಇ.ಎ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22


 M. Mayapathi
 New Development Officer, 2nd Floor, 2nd Cross, 2nd Stage, Ring Road, Bellary, Karnataka.
 Bellary, Karnataka.
 Ring Road, Bellary, Karnataka.

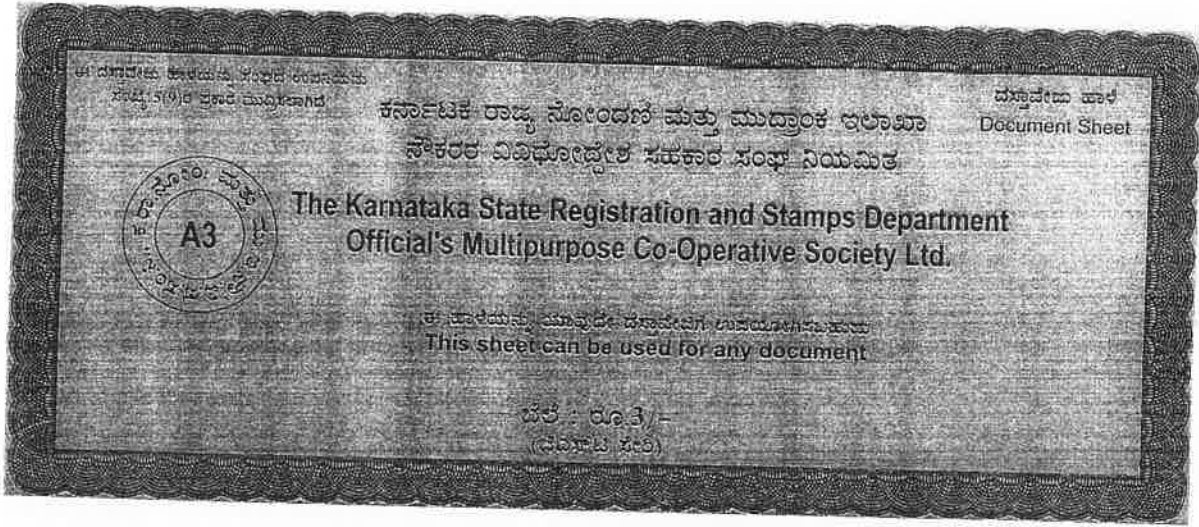


12. GENERAL PROVISIONS:

1. This MOU does not create an agency, partnership, joint venture, or employment relationship between MEI and New Horizon College of Engineering.
2. Neither party may assign, transfer, or delegate any rights or obligations under this MOU without the prior written consent of the other party.
3. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.
4. No amendments or modifications to this MOU shall be effective unless made in writing and signed by both parties.
5. If any provision of this MOU is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
6. Any provisions of this MOU that, by their nature, should survive termination, shall survive, including but not limited to (Intellectual Property Rights, Use & Confidentiality), (Consequences of Termination), and (Limitation of Liability & Indemnity).
7. The failure of either party to enforce any provision of this MOU shall not be deemed a waiver of such provision or any other provision hereof.
8. Neither party shall issue any press release or make any public statement regarding this MOU without the mutual written consent of both parties.
9. Each party shall designate a contact person for communication and coordination purposes. Any change in contact persons shall be promptly communicated in writing to the other party.
10. Both parties are united by common interests and objectives, and they shall establish cooperation. The parties shall cooperate


 ಪ್ರಧಾನ ಪೂರ್ವಸ್ಥಾಪಕರು
 (ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು)
 ಎಂ.ಇ.ಐ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22


 MEI
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with each other and shall as promptly as is reasonably practical, enter into relevant agreements.

13. COLLABORATIVE TRAINING AND PARTNERSHIP CONDITIONS:

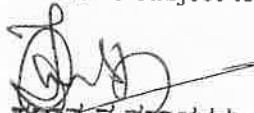
These conditions address MEI's expectations for quality, access, intellectual property management, safety, and evaluation while also ensuring transparency and collaboration with the college. They create a framework for a successful partnership in training and development.

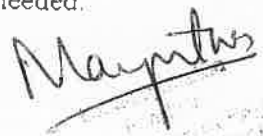
13.1 Quality Assurance:

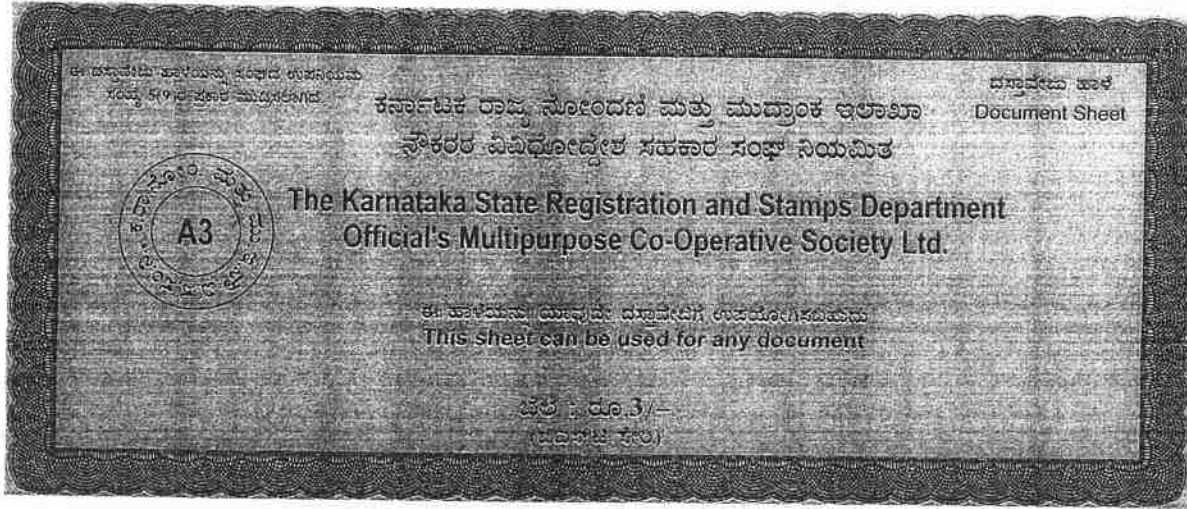
- a. **Curriculum Alignment:** The College agrees to periodically review and update its curriculum for programs related to MEI's industry to ensure alignment with industry trends and MEI's specific requirements.
- b. **Quality Metrics:** MEI and the college shall establish key performance indicators (KPIs) and quality metrics to measure the effectiveness of the training programs. Regular assessments will be conducted to monitor and improve the quality of education and training.

13.2 Access to Facilities:

- a. **Scope of Access:** The College shall provide a list of students and faculty members who require access to MEI's facilities. The scope of access, including the specific areas and equipment, will be defined in writing.
- b. **Timing:** The timing of access shall be determined in advance, taking into consideration MEI's operational requirements, and will be subject to periodic review and adjustment as needed.


 ಪ್ರತಿನಿಧಿ ವ್ಯವಸ್ಥಾಪಕರು
 (ಅಧಿಕಾರ ಮತ್ತು ಹಣಕಾಸು)
 ಎಂ.ಇ.ಐ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22


 ಪ್ರತಿನಿಧಿ ವ್ಯವಸ್ಥಾಪಕರು
 (ಅಧಿಕಾರ ಮತ್ತು ಹಣಕಾಸು)
 ಎಂ.ಇ.ಐ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22



14. Safety Standards:


- a. **Adherence to MEI's Safety Protocols:** College students and faculty members shall strictly adhere to MEI's safety protocols and standards while working within MEI's facilities. Failure to comply may result in the termination of access.
- b. **Safety Training:** Prior to accessing MEI's facilities, college students and faculty members shall undergo safety training conducted by MEI. Certification of completion of this training is mandatory.

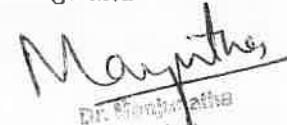
15. Review and Evaluation:

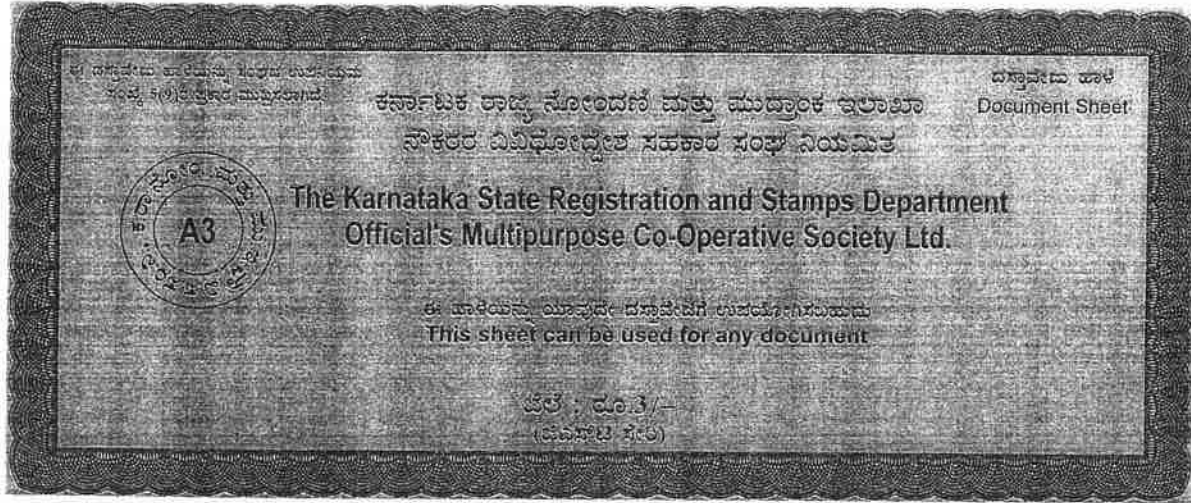
- a. **Performance Assessment:**
MEI reserves the right to evaluate the performance of college students during their internships or projects. Periodic progress reports will be submitted to college supervisors by MEI for assessment purpose.
- b. **Feedback Sessions:**
MEI will conduct feedback sessions with college students to provide constructive feedback and guidance for improvement. This feedback will be used for the benefit of both parties.
- c. **Performance Improvement Plan:**
If a student's performance falls below acceptable standards, MEI and the college shall collaboratively develop a performance improvement plan to support the student in meeting the required standards.

16. Academic Recognition:

- a. **Credits and Certification:** MEI shall collaborate with the college to establish criteria for students to earn academic credits or certifications for their training, internships, or project work at MEI. This recognition shall be based on the successful completion of the program, as evaluated by both the college and MEI.


 ಪ್ರಧಾನ ಪ್ರವೃತ್ತಿಪಾಲಕರು
 (ಆರೋಗ್ಯ ಮತ್ತು ಹಣಕಾಸು)
 ಎಂ.ಇ.ವಿ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22


 Dr. Manjatha
 New Horizon College of Engineering
 Ring Road, Channarayana Post, Hoosur-Manjushankh,
 Bangalore - 560 102



b. **Transcript Records:** MEI agrees to provide the college with official records of students' performance and achievements during their training, internships, or projects, which can be included in their academic transcripts.

17. Faculty and Student Support:

a. **Faculty Development:** MEI recognizes the importance of faculty development and agrees to provide support for faculty training and professional development programs that align with MEI's industry expertise. The specific programs and support will be outlined in separate agreements.

b. **Student Mentorship:** MEI will assign knowledgeable mentors to guide and support college students during their training, internships, or projects. Mentorship shall include regular meetings and feedback sessions.

18. Access to Resources:


MEI shall provide the necessary resources for training programs, including training materials and access to relevant equipment and facilities.

19. Flexibility and Scheduling:

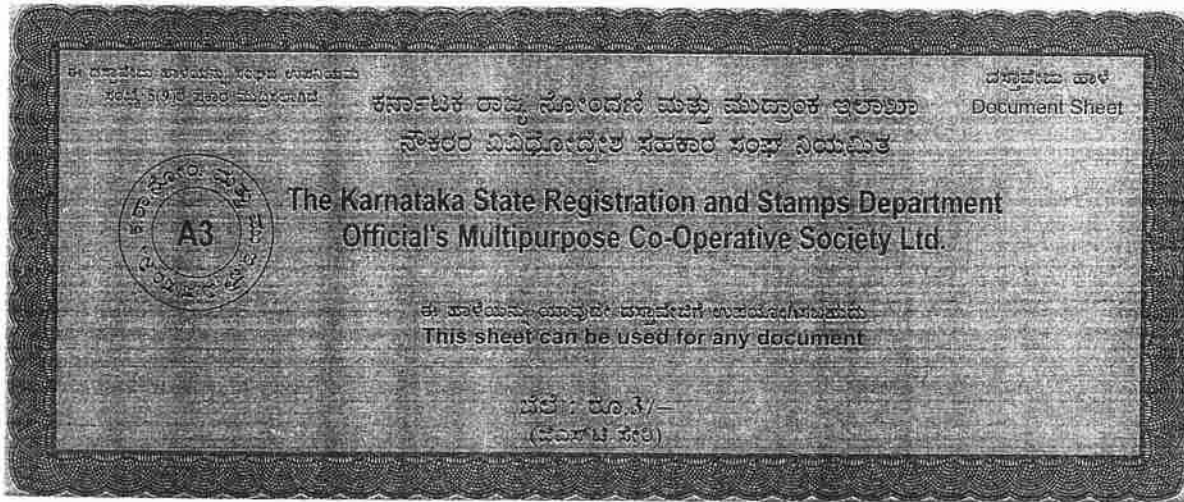
Both parties shall work collaboratively to ensure flexibility in scheduling internships and projects to accommodate the academic calendar of the college. MEI shall make reasonable efforts to adjust timelines as needed.

20. Learning Objectives and Feedback:

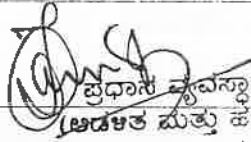

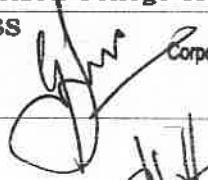

a. **Learning Objectives:** MEI and the college shall jointly define clear and measurable learning objectives for the training, internships, or projects. These objectives will serve as guidelines for the student's educational experience.


 ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
 ಅಧಿಕಾರಿ ಮತ್ತು ಹಣಕಾಸು
 ಎಂ.ಇ.ಎ. ನಿಯಮಿತ
 ಬೆಂಗಳೂರು-22


 New Building -
 Ring Road, Galleon
 Bangalore - 560 103



- b. **Feedback Mechanism:** A structured feedback mechanism will be established to allow students to provide feedback on their experiences during the training. MEI shall use this feedback for continuous improvement of its programs.

| PARTIES | | SIGNATURES | |
|---|--|---|--|
| First Party The Mysore Electrical Industries Limited BENGALORE 560022 | |  ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಆಡಳಿತ ಮತ್ತು ಹಣಕಾಸು) | |
| Second Party New Horizon College of Engineering | |  Dr. Marfantha Principal | |
| WITNESS 1.  Corporate Relations, L & D, Placements, IIC & Consultancy New Horizon Educational Institution | | Executive Director ಎಂ.ಇ.ಎ. ನಿಯಮಿತ ಬೆಂಗಳೂರು-22 Department of HRD | |
| 2.  Head of Dept. of Electrical and Electronics Engineering Department of Electrical and Electronics Engineering New Horizon College of Engineering Ring Road, Kadubisanahalli, Bellandur Post. Bangalore - 560103, Karnataka, India | | New Horizon College of Engineering Ring Road, Bellandur Post, Near Marathahalli, Bangalore - 560 103 | |



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA34435468532997W
Certificate Issued Date : 05-Oct-2024 03:26 PM
Account Reference : NONACC (FI)/ kacrsfl08/ SHIVAJINAGAR1/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0815323218237696W
Purchased by : NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED
Second Party : NEW HORIZON COLLEGE OF ENGINEERING
Stamp Duty Paid By : NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED
AND
NEW HORIZON COLLEGE OF ENGINEERING**

This Memorandum of Understanding (hereinafter referred to as MOU) is entered into on this **14th day of October 2024** (Hereinafter referred to as the Effective Date).

Mayank

[Signature]

[Signature]

Statutory Alert:

- 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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is entered into on 14th October 2024 ("**Effective Date**") by and between:

Nokia Solutions and Networks India Private Limited, a corporation validly organized and existing under the laws of India, having its registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi – 110019 (hereinafter referred to as "**NOKIA**", which expression shall unless repugnant to the context, be deemed to include its successors in interest and assigns) of the one part

AND

New Horizon College of Engineering, a technical institute validly organized and existing under section 3 UGC act 1956 having its registered address at New Horizon Knowledge Park, Ring Road, Bellandur Post, Near Marathahalli, Bengaluru – 560103, Karnataka. (hereinafter referred to as "**NHCE**", which expression shall unless repugnant to the context, be deemed to include its successors in interest and permitted assigns) of the second part.

In this MoU, **NOKIA** and **NHCE** are individually referred to as a "**Party**" and collectively as "**Parties**".

Preamble –

- A. **NOKIA** is a company engaged in manufacturing, supplying and services of networks equipment, terminals, accessories and connectivity solutions.
- B. **NHCE** is an education institute, which is recognized for its strength in research and education in instrumentation, computer science, and electronics engineering.

The Parties agree, in principle, to enter into negotiations on developing an agreement (hereinafter referred to as the "**Agreement**") whereby **NOKIA** and **NHCE** may agree to collaborate in India to develop curriculums or any other mutually agreed activities (hereinafter referred to as the "**Project**"). The Parties wish to work together over the term of this MoU to set the format and exact details of this collaboration.

Now Therefore, this MoU sets forth the mutual understanding of the Parties concerning the outline

of this Agreement as well as the basic principles in this regard.


1. Understanding and Principles

1.1. The Parties intend to work together during the term of this MoU to collaborate on 'Learn with Nokia program', develop project prototypes and Nokia-designed curriculum which shall be an elective subject (2/3 credits) offered under the name **Nokia Course**. Accordingly, both Parties shall work together on developing and shaping the curriculum which is based on Nokia Technological Focus.

1.2. NOKIA's role may include:

- Nokia experts on the **Board of Studies** of NHCE to shape the engineering curriculum to reflect latest industry development.
- Deliver lectures to students by Nokia tech experts, curriculum based course offering and experiential learning.
- Mentoring with hands-on learning, prototyping and student projects.
- Chairing technical symposiums, mentoring students and delivering keynote addresses at NHCE campus.
- NOKIA may provide internship to students of NHCE at its sole discretion and which can jointly be decided and agreed between NHCE and NOKIA.
- Active engagement with all the relevant departments of NHCE, which are closely linked to the project and skill requirement of NOKIA.

1.3. NHCE's role may include:

- 
- Actively work to set up proper framework, organization and implementation of the process, scope and content of overall education standards mutually agreed upon with NOKIA.
 - Scheduling, delivery and rollout of learn with Nokia programs, distribution and dissemination of information, knowledge and materials through the courses are as per mission of NHCE and agreed with NOKIA.
 - Fully implement the agreed training and material into its relevant technical curriculum, including but not limited to, integrating NOKIA programs teaching methods and certification of technical topics into the appropriate courses.

- 1.4. For the term of this MoU, **NHCE** shall have the privilege of:
- Aligning the course curriculum jointly along with Nokia experts.
 - Define the criteria for selection of students to participate into Nokia program under this collaboration.
 - Participation in joint events and exhibitions where applicable and approved by NOKIA.
 - Define the methodology of evaluation and criteria for elective course offered by NOKIA.
- 1.5. Parties hereby agree to disclose to third-party or the public / students about the existence of this collaboration. It is clarified that the use of the other Party's trademark (including name / logo) shall be subject to prior approval of the other Party and the relevant brand guidelines shared by other Party. However, details of this MoU are not intended to be disclosed. All disclosures shall be mutually agreed upon in written form before such disclosure and Information not agreed to be disclosed shall continue to be subject to the Non-Disclosure Agreement dated 14th October 2024 executed by and between the Parties.
- 1.6. Parties intend to realize the Agreement according to a time schedule that will be mutually discussed and agreed between the Parties.

2. Legally Binding Provisions:

- 2.1. The Parties shall not be contractually or legally committed to concluding the Agreement.
- 2.2. Each Party shall bear its own - internal and external - costs connected with the activities and Project within the defined collaboration scope.
- 2.3. Either of the Parties shall be entitled to terminate the MoU at any time without stating the reasons by issuing a written notification to this effect to the other Party.
- 2.4. Each Party shall use any Information which it receives from the other Party during the course of implementation, only for the purposes for which it has been provided and subject to the terms of Non-Disclosure Agreement dated 14th October 2024 by and between the Parties (where the term 'Information' has the meaning ascribed to it under the aforesaid Non Disclosure Agreement)



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- 2.5. All disputes and disagreements arising out of the matters under or connection with this MoU shall, in the first instance, be resolved through mutual discussions/negotiations. Any dispute, which is not so settled by mutual discussions/negotiations, shall at the option of either Party and, upon written notice to the other Party, be referred for settlement through Arbitration. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ('Act') and rules thereto. Arbitration shall take place at New Delhi, India by a sole Arbitrator appointed by mutual consent or failing such mutual consent, in accordance with the Act and rules thereto and the proceedings shall be held in English language.
- 2.6. Additions and amendments to this MoU shall only be valid if made in writing. The requirement of the written form can as such only be waived in writing. The Parties shall have no right to assign their interests in this MoU.
- 2.7. This MoU shall come into force upon signature by both Parties with effect from the Effective Date and shall automatically terminate three (3) years from the Effective Date or at such time as the present MoU is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier.
Notwithstanding the above, the rights and obligations set forth in this MoU which have accrued prior to termination shall survive the termination or earlier expiration of this MoU for a period of five (5) years.
- 2.8. The language of this MoU and relationships ensuing there from shall be in English. All correspondences, documents, data, or any other form of communication shall be in English.
- 2.9. This MoU is intended solely for the benefit of the Parties and nothing in it shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a Party hereto.
- 2.10. Neither Party shall be liable to each other in contract, tort or otherwise, for any indirect, special, consequential or incidental damages, costs or expenses, howsoever arising under or in connection with this MoU. Since this MoU only records the proposed understanding between the Parties, both Parties shall not have any liability under this MoU to each other, except under (i) the Non-Disclosure Agreement dated 14th October 2024 executed between the Parties and (ii) in case of gross negligence or wilful default. Notwithstanding anything to the contrary,





Nokia's liability under or in connection with this MoU shall not exceed INR One (1) lakh.

2.11. This MoU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party. Nothing contained in this MoU shall be construed as an obligation of NOKIA or any of its affiliates to offer employment to anyone.





In Witness Whereof, the Parties have executed this MoU on of the Effective Date, in two (2) or more counterparts, all of which shall be considered one (1) and the same MoU and each of which shall be deemed an original.

Nokia Solutions and Networks India Private Limited

By:

Name: Ponni K
Title: Mobile Networks Director, Central Labs,
Nokia Bangalore University Collaboration
Lead
Date: 14th October 2024
Place: Bangalore

By:

Name: Rajesh Krishna
Title: Head of FPRA Operation, Mobile
Networks Finance FPRA xBG Operation TC
INDIA
Date: 14th October 2024
Place: Bangalore

New Horizon College of Engineering, Bangalore

By:

Name: Dr. Manjunath
Title: Principal
New Horizon College of Engineering
Date: 14th October 2024
Place: Bangalore

By:

Name: Prof. Gurucharan Singh
Title: Senior Executive Director - HRD
New Horizon College of Engineering
Date: 14th October 2024
Place: Bangalore



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on 14th October 2024 by and between

NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED, a corporation validly organized and existing under the laws of India, having its registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi -110019 ("Nokia")

And

New Horizon College of Engineering, a technical institute validly organized and existing under section 3 UGC act 1956 having its registered address at New Horizon Knowledge Park, Ring Road, Bellandur Post, Near Marathahalli, Bengaluru - 560103, Karnataka. (identity code "NHCE")

hereinafter referred to as "Party" or "Parties" respectively

WHEREAS:

- (A) For the purpose of discussions concerning Nokia University collaboration setup to discuss and collaborate on 'Learn with Nokia' and 'Research with Nokia' programs, develop prototypes for new ideas, new technology incubation projects and Nokia designed curriculum elective (2/3 credits) offered under the name Nokia course (hereinafter "Purpose"),
- (B) Nokia may, in conjunction with the Purpose, disclose to the Recipient information which Nokia regards as confidential and the Recipient is willing to undertake to restrict the use and further disclosure of such information.

NOW THEREFORE IT IS HEREBY AGREED:

1. "Information" shall mean any technical and/or commercial information relating to Nokia or any of its Affiliates' businesses, facilities, products, services, techniques and processes in whatever form, including but not limited to oral disclosure, electronic communication, demonstration, device, apparatus, model, sample of any kind, computer program, simulation models, optical or magnetic medium, document, specification, circuit diagram, or drawing (including but not limited to information of a general nature or information not necessarily in the form as applied to wireless or fixed telecommunications systems) and visual observation of the aforesaid which is proprietary to the disclosing Nokia or to its Affiliates or to Nokia's or its Affiliates' licensors, contractors or customers (hereinafter "Information").

2. "Affiliate" of Nokia shall mean an entity

- (i) which is directly or indirectly controlling Nokia;
- (ii) which is under the same direct or indirect ownership or control as Nokia; or
- (iii) which is directly or indirectly owned or controlled by Nokia.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

3. The Recipient shall

- a. keep confidential all Information received by it from Nokia with the same degree of care as is used with respect to the Recipient's own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care, and



- b. neither disclose Information received by it from Nokia to third parties nor use it for any purpose other than the above-mentioned Purpose without the prior written permission of Nokia.

Subject to the foregoing the Recipient shall restrict access to Information received from Nokia to only those of its employees/students to whom such access is necessary for carrying out the Purpose and advise such employees/students of the obligations assumed herein.

4. The foregoing obligations shall not apply to any Information which

- a. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Recipient; or
- b. was known to the Recipient prior to disclosure by Nokia as proven by the written records of the Recipient; or
- c. is disclosed to the Recipient by a third party who, to the Recipient's knowledge, did not obtain such Information, directly or indirectly, from Nokia; or
- d. was independently developed (i.e. by personnel having either no access to the Information or only under the exceptions as set out above) by the Recipient as proven by the written records of the Recipient.

For the purpose of the foregoing exceptions, disclosures which are specific, e.g. as to engineering and design practices and techniques, products, software, services, operating parameters, etc. shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures which are in the public domain or in the possession of the Recipient. In addition, any combination of features shall not be deemed to be within




the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of the Recipient, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Recipient.

The Recipient may disclose Information received from Nokia if the Recipient is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to Nokia so as to give Nokia an opportunity to intervene and provided further that the Recipient uses reasonable efforts to obtain assurance that the Information will be treated confidentially. Information which is disclosed in such a manner must be marked "Confidential".

5. The Recipient shall not make any publicity on, press release of or any reference to this Agreement, to Nokia, or Information received from Nokia or the negotiations or cooperation between the Parties.
6. This Agreement shall come into force upon signature by both Parties and shall automatically terminate three (3) years later or at such time as the present Agreement is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier.

Notwithstanding the above, the rights and obligations set forth in this Agreement which have accrued prior to termination shall survive the termination or earlier expiration of this Agreement for a period of three (3) years.

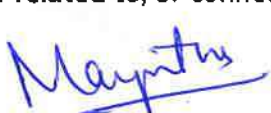
7. Nokia may at its discretion request at any time in writing from the Recipient that the Recipient either return or destroy all Information received from Nokia and stored electronically and/or on record-bearing media as well as any copies thereof. The Recipient shall confirm in writing such destruction or return the Information as well as any copies thereof to Nokia within fourteen (14) days after receipt of Nokia's request.

The provisions of Article 7 para. 1 hereof shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to



Information or copies thereof which must be stored by the Recipient according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

8. Neither this Agreement nor disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by Nokia or any commitment by Nokia with respect to the present or future marketing of any product or service or any promise or intention to enter into any other business arrangement.
9. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such Party.
10. None of the Information which may be disclosed or exchanged by Nokia shall constitute any representation, warranty, assurance, guarantee or other inducement by Nokia to the Recipient of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, or other rights of third parties.
11. In carrying out its respective obligations under the Agreement, each Party shall comply with all applicable laws and regulations of the local country and of any other applicable country, including any country of export. Each Party agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any government official or any political party or official thereof to make an award decision or illegally or improperly to assist either Party in obtaining or retaining business, or to take any other improper action favorable to either Party in connection with the award of a license, permit, contract or other form of award or approval. Any Party that fails to comply with this provision shall indemnify, defend and hold harmless the other Party from and against any claim, loss, damage, liability, expense, cost, of whatsoever nature arising out of or related to, or connected with such Party's failure to comply.



12. Nokia may assign any of its rights or obligations under this Agreement without prior written consent of the other Party to its Affiliates. This Agreement may not be modified or amended except by written amendments duly executed by the Parties. This requirement of written form can only be waived in writing. The receiving Party shall adhere to any relevant export control laws and regulations with respect to the Information or products received from Nokia.
13. This Agreement shall be construed and interpreted in accordance with the laws of India.
14. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996. The arbitrator(s) are to be appointed in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and rules framed there under. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

The arbitration shall be held at New Delhi, India.

Each Party shall be entitled to seek necessary and appropriate injunctive relief to maintain the status quo depending on the outcome of the arbitration or any other temporary measures from the courts of competent jurisdiction to enjoin the other Party from taking certain actions which may infringe on the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 14.





IN WITNESS whereof the Parties hereto have caused this Agreement to be duly signed and executed in two original copies on the date written below.

NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED

For and on behalf of Nokia

By:

Name: Ponni K

Title: Mobile Networks Director, Central Labs,
Nokia Bangalore University
Collaboration Lead

Date: 14th October 2024

Place: Bangalore

By:

Name: Rajesh Krishna

Title: Head of FPRA Operation, Mobile
Networks Finance FPRA xBG
Operation TC INDIA

Date: 14th October 2024

Place: Bangalore

NEW HORIZON COLLEGE OF ENGINEERING, BENGALURU

For and on behalf of NHCE, Bengaluru

By:

Name: Dr. Manjunath
Title: Principal
New Horizon College of Engineering

Date: 14th October 2024

Place: Bangalore

By:

Name: Prof. Gurucharan Singh
Title: Senior Executive Director – HRD
New Horizon College of Engineering

Date: 14th October 2024

Place: Bangalore

PLM Center of Excellence (CoE)

Amendment No. 1 to Memorandum of Understanding

This Amendment No. 1 ("Amendment") is made on 26th July 2024 by and between:

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

AND

Capgemini 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 "**Capgemini**"), 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 "**Capgemini**" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Parties have entered into a Memorandum of Understanding executed on 26th July 2021 wherein Service Provider has agreed to provide certain services to Capgemini ("MoU").
- B. The Parties hereto wish to enter into this Amendment No. 1 to amend / vary / modify certain clauses of the MoU to meet the commercial understanding between the Parties in relation to provision of Services. The Parties agree that MoU as amended by this Amendment shall apply to Services rendered by Service Provider to Capgemini 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 26th July 2024 to 25th July 2027.
2. In the event of any conflict between the terms and conditions of the MoU and this Amendment No. 1, the terms of this Amendment No. 1 shall prevail to the extent of such conflict.
3. **Marketing and Promotion.** -Institution will use reasonable commercial efforts to promote, advertise, and market offerings at Institution's premises. CAPGEMINI approved branding, marketing materials, and messaging may be used by Institution in accordance with this Agreement or as provided along with respective marketing materials. Institution will notify to CAPGEMINI before any media releases or public announcements are made by Institution related to this Agreement.

Marketing and Branding

- College will provide visible and highly-frequented space/s for branding.
- College will do a joint press-release announcing the association.
- College will do a social media post to announce the association on all their channels and tag @CapgeminiIndia on Facebook, Twitter, Instagram & tag @Capgemini on LinkedIn and vice versa
- College will send an announcement mail/letter to all students and to their parents/guardians about the association.
- College will provide email database of students and their parents/guardians for us to use for promotion

- College will provide a space on their website for Capgemini social media feed and also add a link to Capgemini's Career site.
- Colleges can add the Capgemini brand in their yearbooks/magazines and promote the collaborations during placements as well.
- Colleges will display a banner/standee/plaque/logo in the main reception corridor promoting the association.
- Any student working in labs set by Capgemini and is trained under Capgemini faculty, if he/she applies for a patent (for work that he/she did under Capgemini faculty's guidance) then he/she needs to give the credit to Capgemini as well.
- College to play Capgemini provided video/s or marketing collaterals in College fests and/or events.

4. The Institution agrees, acknowledges, and remains responsible to upskill the students on softskills, presentation skills, MS Office etc.
5. Except to the extent amended above, all other terms and conditions of the MoU remain unaltered and shall continue to remain in full force and effect.

IN WITNESSES WHEREOF the parties have signed this Amendment No. 1 on this date, month and year first above written in the presence of following Witnesses:

For and behalf of **New Horizon College of Engineering**

Signed: Manjunath

Name: (DR. MANJUNATHA)

Title: PRINCIPAL

Date: 12.07.2024.

Principal

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

For and behalf of **Capgemini Technology Services India Limited**

Signed: Chandra Reddy

Name: Chandra Reddy

Title: EVP & Managing Director

Date: 19.07.2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 2nd Day of August 2024 between

NEW HORIZON COLLEGE OF ENGINEERING, BENGALURU, Departments of ECE & EEE (hereinafter referred to as "[NHCE]") which expression shall unless repugnant to the context herein include its administrative successors, executors and permitted assigns) of the First Part.

AND

POLYCAB INDIA LIMITED, a company incorporated under the Companies Act, 1956/ 2013, having its corporate office located at Polycab India Limited, '# 29, The Ruby, 21st Floor, Senapati Bapat Marg, Tulsi Pipe Road, Dadar (West), Mumbai – 400028' (here in after referred to as "PIL" which expression shall unless repugnant to the context herein include its administrators, successors, executors and permitted assigns) of the Second part.

NHCE and PIL are hereinafter individually referred to as the 'Party' and collectively as 'Parties')

1. DEFINITION

- i) "**Confidential Information**" shall mean any information and data, whether owned by a Party, its Subsidiaries or a third Party, obtained under this confidential arrangement, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties, such disclosure made by either a Party or a Party's Subsidiary ("Discloser") to the other Party ("Recipient"), in connection with the Purpose of this MOU, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.
- ii) "**Subsidiary**" shall mean any company in which, and for as long as, a Party, directly or indirectly, through one or more intermediaries, owns more than fifty percent (50%) of such company's voting capital.

2. OBJECTIVES OF THE MoU

The objective of the MOU is to

- i) Strengthen academia-industry interaction for knowledge sharing and capability building through collaboration.
- ii) Set up a student driven technical community titled Polycab Ampions to create avenues for greater engagement and continuous learning avenues with PIL.
- iii) Provide exposure to the students on the practical and trending issues in power sector
- iv) Encourage research on issues related to the Indian power sector.
- v) Leverage the resources in the academia/industry to evolve innovative solutions to contemporary problems.

3. SCOPE OF WORK

Subject to terms and conditions of MOU, Scope of work between NHCE and PIL is hereunder –

a) **OBLIGATIONS OF NHCE - NHCE shall**

- i) Communicate to the students about the technical workshop and its benefits.
- ii) Share the list of students with PIL who have nominated for the workshop.
- iii) Provide available infrastructure for conducting the workshop.
- iv) Provide space in the institute (in labs or places with high visibility) for setting up Polycab products showcase.

b) **OBLIGATIONS OF PIL – PIL shall**

- i) Nominate executives to deliver technical workshops on cables and wires to Electrical Engineering students.
- ii) The workshops will be conducted every year for Electrical Engineering Students.
- iii) Setup Polycab Product Showcase at labs/places with high visibility as mutually discussed with institute and PIL.

4. **DURATION**

This MOU, unless extended by mutual written consensus of the Parties, shall be valid for a period of one year from the date of execution of the MOU.

5. **AMENDMENT**

This MOU may be amended or modified only with the mutual written consent of the Parties by their duly authorized representative at any time.

6. **CONFIDENTIALITY**

- i) Each Party will maintain in utmost confidence and will allow no third Party access to the other Party's Confidential Information, except with the prior written approval of PIL. The duties imposed by this section will survive the termination of this MOU for ten (10) years, regardless of the reason for termination. Upon termination of this MOU for any reason whatsoever, each Party will return the other Party's Confidential Information and any other documents and materials that are in its possession, including the ones in electronic format and impose the same obligation on third Parties, if any.
 - ii) In the event production of any Confidential Information is compelled by a judicial or statutory proceeding, NHCE shall promptly notify PIL of such fact, allowing PIL the opportunity to contest such proceeding. Should PIL decide to contest such proceeding and should compliance with such proceeding thereafter be ordered by a court of competent jurisdiction and should PIL elect to not appeal such decision, NHCE shall turn over only such confidential information as is, in the written opinion of PIL's counsel, required to satisfy such order.
- a) The obligation above shall not extend to any confidential information for which the receiving Party can prove that this information
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving Party.
 - is already known or become known to the receiving Party
 - is received from a third Party having no obligation of confidentiality to the disclosing Party
 - is independently developed by the receiving Party; or
 - is required to be disclosed by law or court order.

- b) All data not identified as confidential can be used for technical and research publication. For use of confidential data in publications written permission must be obtained.
- c) Each Party agrees to use the confidential information of the other Party only for the Purpose of this MOU.
- d) This Clause shall survive termination of this MOU.

7. TERMINATION

This MOU may be terminated by mutual consensus between the Parties. However, either Party shall have the right to unilaterally terminate this MOU giving 30 days prior written notice to the other Party. Either Party may terminate this MOU with immediate effect, without prejudice of any other right, in case of a substantial breach of the obligations arising out of this MOU, repeated breach of any contractual obligations notwithstanding a request by the other Party to fulfil the contractual obligations, occurrence of an event of Force Majeure.

8. INDEMNIFICATION

NHCE shall, at its own expense, indemnify and hold harmless PIL and its affiliates and/or their respective employees, directors, agents and contractors, from and against all claims, loss, damage, liability, expense and/or penalty, and all legal proceedings or lawsuits, arising out of or in connection with any act or omission, including negligence, of NHCE and or its employees, directors, agents and contractors or failure of NHCE or its employees to observe or perform its obligations under this MOU.

9. REPRESENTATION

Nothing in this MOU shall be construed to make a Party a partner, an agent or legal representative of other for any purpose. This MOU shall not create a legally binding agreement between the Parties.

10. PROJECT COORDINATORS

For NHCE: Dr. Sakthivel Aruchamy | hod_eee@newhorizonindia.edu | 9865282841

Dr. Aravinda | hod_ece@newhorizonindia.edu | 9886724072

For PIL: Jatin Panchal | Jatin.panchal@polycab.com | 9769347741

11. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this MOU shall grant any right or interest or license or ownership in the existing intellectual property rights owned by or developed by either Party except that NHCE shall have the right to use the data provided by PIL for the purpose of this MOU. Provided NHCE represents and warrants that all Intellectual Property Rights (IPR) used by for NHCE the purpose of this MOU does not infringe any domestic or foreign intellectual property rights such as copyrights, rights to designs, or trademarks, patents belonging to or administered by any third Party. NHCE represents and warrants that NHCE shall, at its own expense, indemnify and hold harmless PIL and its Affiliates and their respective employees, directors, agents and contractors, from and against all claims, loss, damage, liability, expense and/or penalty, and all legal proceedings or lawsuits, arising out of or in connection with any real or alleged breach of the use of all or any of the Intellectual Property Rights (IPR) of PIL including its name and third Party claims. This Clause shall survive termination of this MOU. The Intellectual Property Rights (IPR) that arise as a result of activities under this MOU will be worked out on a case to case basis and will be consistent with officially

laid down IPR policies of the two Parties. The data will not be used for any commercial purpose or reference leading to any commercial implication to PIL.

12. ASSIGNMENT & TRANSFER

It is understood by the Parties herein that this MOU is based on the professional competence and experience of each Party and hence neither Party shall transfer or assign this MOU, or rights nor obligation arising hereunder, either wholly or in part, to any third Party without the other's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.

13. COST & EXPENSES

PIL shall conduct the technical workshops at no cost to the college. This shall include honorarium of guest lectures/expert talks, prizes of winners, participants, etc. The details of the activities shall be worked out separately. Other than the above expenses, each Party shall bear its own costs and expenses towards this non-commercial MOU.

14. COUNTERPARTS

This MOU (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts, each of which will be deemed an original.

15. FURTHER ASSURANCES

Each Party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to the terms and intention of this MOU.

16. SETTLEMENT OF DISPUTE

Any dispute or differences arising out of or in connection with this MOU, in the first place to the extent possible, be resolved amicably between the Parties failing which the same shall be settled in accordance with the provision of Arbitration and Conciliation Act, 1996 and its amendments thereafter. The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitration proceedings shall be borne equally by both the Parties.

Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.
The courts of Mumbai shall have the jurisdiction in case of any legal dispute.

17. ADDRESS OF NOTICE

Communications under this MOU shall be in writing and communicated through post, courier, fax, e-mail or any other mutually recognized mode of communication.

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the Party for whom intended, or sending by mail or facsimile, addressed to such Party at the address set forth below in addition to Project Manager / Project Coordinator / Nodal Officer appointed by the Parties:


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


109/08/24

Address :

Polycab India Limited

Polycab India Limited, '# 29, The Ruby, 21st Floor,
Senapati Bapat Marg, Tulsi Pipe Road,
Dadar (West), Mumbai – 400028'
www.polycab.com | info@polycab.com

Principal

New Horizon College of Engineering

Ring Road, Bellandur Post, Near Marathalli, Bangalore – 560103.
www.newhorizonindia.edu | principal@newhorizonindia.edu | 9901916000

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU by their duly authorized representatives in duplicate on the date, month & year first above written.

FOR AND ON BEHALF OF
Polycab India Limited



(Authorized Signatory)

Witness:



FOR AND ON BEHALF OF
New Horizon College of Engineering



(Principal)

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

Witness:



SED-HRD
2/8/24

Sr. Executive Director
Department of HRD
Corporate Relations, L & D, Placements, TQC & Consultancy
New Horizon Educational Institution

Memorandum of Understanding

PARTIES:

This Memorandum of Understanding (MOU) is made and entered into as of 8 May 2024, by and between:

- PreProd Corp Pvt. Ltd., a technology company duly registered, having its principal place of business at 1st Floor, Tower-B, Brigade Tech Park, Pattandur Agrahara, Whitefield, Bengaluru-560066, hereinafter referred to as "PreProd Opnsrc".
- New Horizon College of Engineering, a higher education institution duly registered, having its principal place of business at New Horizon knowledge Park Bellandur Main Rd, Near Marathahalli, Bengaluru-560103, hereinafter referred to as the "NHCE".

BACKGROUND:

- PreProd Opnsrc, an up-skilling platform democratising industry learning by offering its services at ZERO cost. PreProd Opnsrc offers industry relevant foundational learning onto software engineering, data engineering, data analytics, business intelligence, artificial intelligence & machine learning, generative AI, project management, IT services and business-startup ecosystem.
- NHCE is committed to providing quality education and seeks to leverage industry relevant technology training to enrich its educational offerings.

PURPOSE:

The purpose of this MOU is to establish a framework for collaboration between PreProd Opnsrc and NHCE to enhance the educational experience by delivering industry masterclasses and bootcamps by PreProd Opnsrc to faculty and students of NHCE covering topics across domains, such as ITSM, software engineering, data engineering, data analytics, business intelligence, artificial intelligence and machine learning, generative AI, product management and the business-startup ecosystem.

SCOPE:

The parties agree to collaborate on conducting offline industry webinars and bootcamps at NHCE campus for students and faculty. All the sessions to be planned and mutually agreed upon by both the parties at least a month in advance.

TERMS & CONDITIONS:

1. Collaborative Activities:

- Both parties agree to collaborate in good faith to achieve the objectives outlined above, with each party contributing its expertise, resources, and support as necessary.


8/5/24


8/5/2024.

2. Responsibilities:

- PreProd Opnsrc shall provide access to its training material, and technical support services to NHCE.
- NHCE designates a liaison to coordinate activities with PreProd Opnsrc, facilitate faculty and staff training sessions on its campus.

3. Duration:

- This MOU shall become effective as of the date first written above and shall remain in effect for a period of 3 years, renewable upon mutual agreement of the parties.

4. Confidentiality:

- Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the course of this collaboration.

5. Intellectual Property:

- Any intellectual property created or developed by PreProd Opnsrc for delivering masterclasses and bootcamps will be an intellectual property of PreProd Opnsrc.
- Any intellectual property created or developed by students and faculty with the support of PreProd Opnsrc shall be owned jointly by both parties unless otherwise agreed upon in writing.

6. Termination:

- Either party may terminate this MOU with 15 days of written notice to the other party.

GOVERNING LAW:

This MOU shall be governed by and construed in accordance with the laws of Karnataka.

AMENDMENTS:

Any amendments or modifications to this MOU must be made in writing and signed by both parties.

SIGNATURES:

This MOU is executed by the duly authorised representatives of the parties as of the date first written above.

For PreProd Corp Private Limited:

For New Horizon College of Engineering:



Krishnav Bhudeo Dave, Founder & CEO, PreProd Corp

Dr. Manjunatha, Principal, New Horizon College of Engineering

Date: 8 May 2024

This Memorandum of Understanding (“**MOU**”) is made and entered into on 01.02.2023 at

Mumbai

between

Siemens Large Drives India Pvt Ltd.

Plot No. 2, Sector 2, Kharghar Node, Navi Mumbai – 410210, Maharashtra, India.

(Hereinafter referred to as the “**SIEMENS**”)

and

New Horizon College of Engineering

Ring Road, Near Marathalli, Bangalore-560103.

(Hereinafter referred to as the “**Institution**”)

SIEMENS and the Institution are also referred to as the “**Parties**” in the collective and as the “**Party**” in the singular.

List of Abbreviations

| Abbreviation | Definition |
|--------------|-------------------------------|
| AI | Artificial Intelligence |
| CoE | Center of Excellence |
| FDP | Faculty Development Program |
| IoT | Internet of Things |
| IIoT | Industrial Internet of Things |
| ML | Machine Learning |
| MOU | Memorandum of Understanding |
| PLM | Product Lifecycle Management |
| PoC | Proof of Concept |

Preamble

Institution is an Engineering College who offers various courses to its student and SIEMENS is in the business of supplying products, services and solutions for core process industries. Institution and SIEMENS recognize the value of educational and academic exchanges between the parties, need to promote innovation and entrepreneurial spirit in mutually prioritized area of cooperation, and have determined that sufficient interest exists to establish this formal understanding.

The parties intend to work together to foster and develop cooperative arrangement to promote industrial and academic interaction to help to enhance the pool of student digital talent to meet the Industry 4.0 standard (“**Collaboration**”).

A. Collaboration: The parties’ Collaboration may concern any field or subject upon which they agree and may include various activities. SIEMENS will engage with Institution in following areas. The Collaboration will be established within the principles set out in the following sections:

1. **Internship:** SIEMENS will offer to few selected final-year students a chance to work on a project or do an internship in a SIEMENS campus in order to gain skills in new technologies and gain real-world work experience. A commensurate stipend may be offered in line with company policies.
 2. Co-creation of Proof of Concept (PoC): Taking solution concept to solution development stage by utilizing the combining experience, expertise, resources and infrastructure of SIEMENS and the institution.
 3. Working with Institute's faculties for AI topics. Both the parties shall work collaboratively to:
 - Facilitate training and development of institute's faculty for necessary software.
 - Explore the option of offering research and consultancy work to faculties in the area of AI & ML and IIoT technologies.
 - Setting up of an Academic Partner Program.
 - Launch new initiatives or industry-based courses.
 4. Co-creation on research and Innovation
 - Jointly explore and work on the identified opportunities in the area of AI&ML and IIoT technologies
 - SIEMENS to provide academic license for SIEMENS products, opportunity for faculties & students to participate in SIEMENS' knowledge-sharing conclaves or gatherings.
 - Institute to invest in software applications, software related infrastructure and do necessary updates of software as needed.
- B. Effective Date and Term of the MOU:** From 01.02.2023 and valid for 3 (three) years. Either party may terminate the MOU without any cause by giving thirty (30) days prior written notice.
- C.** The Parties shall make available their appropriate infrastructure facilities for the Collaboration i.e. access to the facilities, faculty, staff, teaching content, classrooms, library etc as may be required for the various programs to be offered.
- D.** This Collaboration is non-exclusive, and each party shall be free to enter into similar collaborations with other institutions/organizations.
- E.** Institution agrees to unconditionally grant SIEMENS a preferential status for recruiting its students from the campus.
- F.** Each party shall bear their respective cost & expenses incurred under this MOU.
- G. Intellectual Property:** Neither Party shall claim any right, interest, title or ownership on other Party's intellectual property rights, know-how, copyright, patent, trademark etc. ("IPR"). Neither party shall use trade name, trademark, symbol or designation belonging to the other party without prior written approval of the other party. The parties shall keep the other indemnified against the breach of this MOU.
- H. Confidentiality:** All information (whether in writing or eye readable, machine readable or in any other form) provided by or on behalf of one party to the other is considered confidential information ("**Confidential Information**"). Neither Party shall disclose, access or use, or permit others to disclose, access or use, the Confidential Information of the other Party. Each Party shall safeguard and keep confidential, the Confidential Information of the other Party. The obligation under this Article shall survive the expiration or early termination of the MOU.
- I.** The Parties shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damage, claims, liabilities, charges, costs, expenses or injuries including, without limitation, loss of use, data, revenue, profits, business.
- J.** The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable SIEMENS policies, Code of Conduct (attached to this MOU as Annexure 1) when working on SIEMENS premises with regard to Collaboration. The Institution agrees to keep SIEMENS fully indemnified against any unlawful activity or breach of instructions from SIEMENS by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
- K.** If any dispute arises between the parties in connection with this MOU, the parties shall endeavour to settle it amicably. If no amicable settlement is arrived within 30 days, the parties shall refer the disputes to the mutually appointed sole arbitrator in accordance with provisions of the Arbitration

and Conciliation Act, 1996 and any modifications thereto. The seat of arbitration shall be Mumbai, India. The only Court of Mumbai shall have exclusive jurisdiction.

- L. This MOU is not intended to create any franchise, joint venture, partnership, or agency between the Parties. This MOU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF the parties have signed this MOU on this date, month and year first above written.

New Horizon College of Engineering

1. Name: Dr Manjunatha
Designation: Principal

Date:

2. Name: _____
Designation: Department Head

Date:

3. Name: _____
Designation: _____
Date:

Siemens Large Drives India Private Limited

Digitally signed by Ramanathan
Krishnakumar
DN: cn=Ramanathan Krishnakumar,
c=DE, o=Siemens, email=r.
krishnakumar@siemens.com
Date: 2023.01.31 15:55:58 +05'30'

1. Name: Ramanathan, Krishnakumar
Designation: CEO

Rangapura
Shettappa
Chandrashekara
Digitally signed by Rangapura Shettappa
Chandrashekara
DN: cn=Rangapura Shettappa
Chandrashekara, c=DE, o=Siemens,
email=chandrashekara.rs@siemens.com
Date: 2023.01.25 15:29:12 +05'30'

2. Name: Chandrashekara R. S.
Designation: Head of Digitalization

Hota
Archana
Digitally signed by Hota Archana
DN: cn=Hota Archana, c=DE,
o=Siemens,
email=archana.hota@siemens.com
Date: 2023.02.01 17:06:25 +05'30'

3. Name: Archana Hota
Designation: Regional P&O Business Partner
Asia Pacific & Middle East

Date:

Annexure 1 – Siemens Code of Conduct

Attached

Amendment No. 1 to Master Services Agreement

This Amendment No. 1 ("Amendment") is made on 3rd 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 2nd 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.

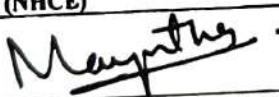
NOW THEREFORE, the Parties hereto agree as follows:

- 1. The parties wish to extend the term of above referred MOU from 3rd August 2023 to 2nd 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:


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

Dr. Manjunatha
Principal
New Horizon College of Engineering
Ring Road, Bellandur P.O., Near Marathalli,
Bangalore - 560 103

For and behalf of Cappgemini Technology Services India Limited

By:


Name: CHANDRA LEDDY
Title: EVP & MANAGING DIRECTOR
Date: 18/10/2023

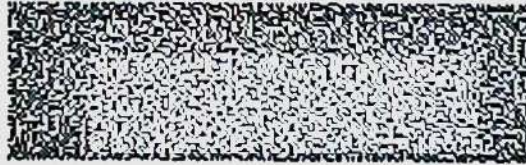


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Government of Karnataka**e-Stamp**

Certificate No. : IN-KA19393745195079V
Certificate Issued Date : 19-Oct-2023 12:06 PM
Account Reference : NONACC (FI)/ kagcs108/ KORAMANGALA12/ KA-JY
Unique Doc. Reference : SUBIN-KAKAGCSL0809618942544192V
Purchased by : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Description of Document : Article 37 Note or Memorandum
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
 (Zero)
First Party : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Second Party : NEW HORIZON EDUCATIONAL INSTITUTION
Stamp Duty Paid By : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated **January, 18th 2024** and shall come in effective from **January, 18th 2024**.

PARTIES

- (1) **ZF Digital Solutions India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 301, 'Salarpuria Citadel', No. 3 Hosur Road,

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.shciestamp.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.

Adugeodi, Ward No. 67, Bangalore, Karnataka, 560030, India (hereinafter referred to as "ZF") on the one part.

- (2) **New Horizon College of Engineering**, having its office situated at Outer Ring Road, near Marathalli, Kaverappa Layout, Kadubeesanahalli, Bengaluru, Karnataka, 560103, India (hereinafter referred as NHCE) on the other part.

(Hereinafter ZF and NHCE shall be individually referred to as the "Party" and collectively as the "Parties")

BACKGROUND

ZF is into design, development of software solutions for automotive industry.

NHCE is engaged in academic teaching and providing formal education to students in various Engineering and Management streams.

ZF is conducting discussions with NHCE about **software development and consulting activities for the Connected Vehicle Project**. The Project requires the exchange of information, which the Contract Partner providing the information desires to keep confidential. Activities would involve work in following domains:

- (A) Cloud and Mobile domain
- (B) Data domain including pattern recognition.
- (C) Embedded domain on Linux platform

ZF is not under a mandatory obligation to provide software development and consulting work to NHCE.

AGREED TERMS

1. Parties herein agree to develop a partnership to address challenges in developing software solutions for automotive industry.
2. This MOU scope shall include providing software development work and consulting opportunities, guest lectures to NHCE students and build a strategic partnership between parties.
3. NHCE voluntarily willing to partner with ZF and thereby provide academic support through its professors and students and benefit from ZF's industrial expertise and leadership.
4. ZF is not under any mandatory obligation to provide internship/project opportunities and guest lectures to NHCE students; however, such opportunities are extended based on ZF's sole requirement.
5. ZF and NHCE shall nominate the following persons as one-point contact for interaction under this agreement:
 - ZF: Mr. Rajeev Batra
 - Email address: rajeev.batra@zf.com
 - Contact number: +91-9611322988
 - NHCE: Prof. Gurucharan Singh, Sr. Executive Director - HRD, Corporate Relations, L&D, Placements
 - Email address: sr.ed_hrd@newhorizonindia.edu



- o Contact number: +91-9008509999
6. In case parties intend to extend collaboration to other activities/areas, the same shall be agreed in writing by the parties, and parties shall execute separate SOW and the same shall form an integral part of this MOU.
 7. In case ZF grants permission to NHCE student for carrying out internships/projects at ZF, such students are under mandatory obligation to sign NDA and waiver of Moral rights agreements.
 8. NHCE and its employees and students shall keep information shared by ZF pursuant to this MOU confidential.
 9. All intellectual Property Rights created, developed or generated by either party or its personnel and students pursuant to this either MOU shall be absolutely owned by ZF.
 10. While doing software development or consulting working on projects at or for ZF, if NHCE and their personnel and/or their students intend to use any intellectual property owned by them, they need to identify the same and obtain prior written consent from ZF to use the same in Projects, otherwise it is deemed that ZF absolutely owns all forms of intellectual property in the projects and deliverables.
 11. During internship and/or while working on ZF projects, NHCE and/or its students shall not use or finalize or publish a project report with ZF information, without prior written approval of ZF authorized representative.
 12. NHCE agree that it shall ensure its professor and students working on projects pursuant to this MOU shall comply with ZF policies, process, applicable laws & regulations.
 13. NHCE agree that any consideration be paid ZF to students and / or professors working on internship/projects or any engagements unless specifically approved and agreed by ZF in writing.
 14. In case parties intend to work on any projects of strategic importance and research, parties shall execute a written project specific strategic agreement / SOW which shall form an integral form of this MOU.
 15. NHCE and its student working at/for work on projects and internship shall assign all their rights in the project deliverables in favor of ZF.
 16. This MOU will be in effect initially for a period of 3 years from the date of signing of this MOU by both the parties and may be renewed further on mutually agreed terms and conditions.
 17. Either party may terminate this MOU by a written notice by giving an advance notice of two months to the other party. However, terms of this MOU shall remain to be valid post termination of this MOU.
 18. NHCE shall defend, indemnify and hold ZF and its Directors, employee (each "indemnified party") harmless from and all judgments, losses, payments, costs, expenses (including reasonable attorneys' fees), damages, settlements, liabilities, fines, and penalties of the Indemnified Party ("Costs"): (i) arising from or in connection with a claim, suit, action, proceeding or demand (each, a "Claim") brought against the Indemnified Party by a third party in connection with the violation of Intellectual Property Rights by NHCE and its students under this Agreement, and (ii) arising from or in connection with (a) the breach by NHCE of any of its obligations or warranties hereunder.



- 19. The provisions of this MOU are severable. If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. If a court or arbitrator holds any such provision to be invalid or unenforceable, the adjudicating entity will replace that provision with a provision that is valid and enforceable, and most nearly reflects the intent of the original provision.
- 20. This MOU shall be governed in accordance with the laws of India. In case of any dispute between the parties, parties shall settle the matter amicably within 15 days from the date of dispute, failing which the matter shall be referred to a sole arbitrator mutually appointed by the parties. Arbitration proceedings shall be conducted in accordance with **The Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be in Bangalore.** English language shall be used in the arbitration proceedings. The arbitration award shall be final and binding on all the Parties.

IN WITNESS WHEREOF, ZF and NHCE, by the signatures of their duly authorized representatives below, intending to be legally bound, agree to all the provisions of this MOU.


AGREED TO AND ACKNOWLEDGED BY:

For ZF Digital Solutions India Private Limited

Signature 
Name: Rajeev Batra
Designation: Site Leader
Date 18.01.2024



For NEW HORIZON COLLEGE OF ENGINEERING


Signature 
Name Dr. MANJUNATH
Designation PRINCIPAL
Date 18.01.2024



ZF Digital Solutions India Private Limited

Signature 
Name
Designation
Date 18.01.2024

For NEW HORIZON COLLEGE OF ENGINEERING

Signature 
Name Gurucharan Singh
Designation Sr ED
Date 18-1-24



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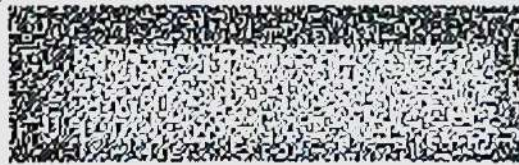
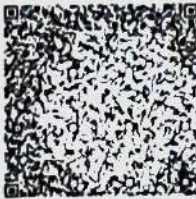
ZF Confidential

Page 1 of 6

Government of Karnataka

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Certificate No. : IN-KA19398183905210V
Certificate Issued Date : 19-Oct-2023 12:07 PM
Account Reference : NONACC (FI)/ kagcs108/ KORAMANGALA12/ KA-JY
Unique Doc. Reference : SUBIN-KAKAGCSL0809636249691812V
Purchased by : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : NDA
Consideration Price (Rs.) : 0
 (Zero)
First Party : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Second Party : NEW HORIZON EDUCATIONAL INSTITUTION
Stamp Duty Paid By : Z F DIGITAL SOLUTIONS INDIA PVT LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Confidentiality Agreement

Between

ZF Digital Solutions India Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 301, 'Salarpuria Citadel', No. 3 Hosur Road, Adugodi, Ward No. 67, Bangalore, Karnataka, 560030, India, (hereinafter referred to as "ZF" which term shall unless repugnant to the context or meaning thereof mean and include its successors, and permitted assigns) on the ONE PART;

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Initials NHCE _____

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.shoolestamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please refer to the competent Authority.

AND

New Horizon College of Engineering, Bangalore Karnataka, is an educational institute having its office at Outer Ring Road, Kadubeesanahalli, Bangalore, Karnataka, India (hereinafter referred to as "NHCE" which term shall unless repugnant to the context) on the OTHER PART

"ZF" and "NHCE" are hereinafter called individually "Contract Partner" or collectively "Contract Partners".

Preamble:

ZF is conducting discussions with NHCE about **Research and Engineering activities for the Connected Vehicle Project** ("Project"). The Project requires the exchange of information, which the Contract Partner providing the information desires to keep confidential. Research and Engineering activities would involve work in following domains;

1. Cloud and Mobile domain
2. Data domain including pattern recognition
3. Embedded domain on Linux platform

In this respect, the Contract Partners agree as follows:

1. **Confidentiality**

1.1 The Contract Partners agree to keep confidential all information received from the other Contract Partner that includes, but is not limited to, any information and discussions in relation to the Project, technical and business information, strategies, ideas, know-how, formulae, compositions, processes, patents, designs, copyrights, trade secrets, other types of intellectual property, manufacturing or production information, technical specifications, existing and/or contemplated products and services, plans & techniques, software, graphics, research and development, financial projections, forecast, purchase and/or sales volume data, personnel data, information with respect to suppliers, customers, marketing, current or future business plans and models, market studies, marketing research, information that is derived from Confidential Information, except for information described in Sections 1.7 and 1.8, which is disclosed or embodied either:

- (i) in a written document or other documentary form, product sample, model, prototype, or other tangible thing that is given to the other Contract Partner and bears a label identifying the information as secret, confidential, or proprietary, or
- (ii) orally with a designation of such information as secret, confidential or proprietary and a subsequent reduction of such information to writing, the writing being labeled as set out in subsection (i) above as secret, confidential, or proprietary and sent to the other Contract Partner within thirty (30) days of the oral disclosure, or
- (iii) electronically with the incorporation of a text that is visually perceptible during use of the information and that identifies the information as secret, confidential, or proprietary, or
- (iv) in the aforementioned form or in any other form without being labeled as set out in subsections (i) to (iii) above, but which a reasonable independent third party would consider as confidential.

The aforementioned is hereinafter referred to as "Confidential Information".

Therefore, the Contract Partners agree to neither directly nor indirectly make this Confidential Information accessible to third parties - except as provided in Section 1.5 - orally, in



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- writing or in any other way, and to make use of such Confidential Information only for carrying out the Project and for no other purpose.
- 1.2 The Contract Partner disclosing Confidential Information retains all rights regarding the Confidential Information disclosed, including but not limited to copyrights, all kinds of industrial property rights as well as rights of exploitation and utilization. Neither Contract Partner will register an industrial property right without the prior written consent of the other Contract Partner, if the application for the industrial property right contains or permits identification of Confidential Information of the other Contract Partner. Neither the execution of this Confidentiality Agreement nor the furnishing of any Confidential Information under this Confidentiality Agreement shall be construed as granting either Contract Partner, either expressly or by implication, estoppel or otherwise, any license under or title to any Confidential Information, or any invention, design, patent, copyright, or other form of intellectual property now or hereafter owned or controlled by the other Contract Partner.
- 1.3 The above obligations apply to all Confidential Information disclosed by one Contract Partner or one of its Affiliated Companies directly or indirectly to the other Contract Partner itself or one of its Affiliated Companies by means of documents provided, verbal or written proposals, discussion protocols, data carriers, electronic data transfer or any other means or which, including but not limited to, becomes known to a Contract Partner or one of its Affiliated Companies by or in the course of a visit in the premises of the other Contract Partner or its Affiliated Companies or while having access to IT systems of the other Contract Partner or its Affiliated Companies.
- 1.4 Neither Contract Partner shall use the other's name, in any form of publicity, advertising or other public document or disclose the fact that discussions with the other Contract Partner are taking place.
- 1.5 Confidential Information received from the disclosing Contract Partner may be passed on by the other Contract Partner to other companies, their employees or other third parties ("Third Parties") only after written approval by the disclosing Contract Partner.
- o Confidential Information received from the disclosing Contract Partner may be passed on by the other Contract Partner to Affiliated Companies as well as employees, appraisers, lawyers, tax advisers, auditors, IT service providers, engineering service providers of this Contract Partner or its Affiliated Companies ("Permitted Recipients") provided,
 - (ii) they have a compelling need for the Confidential Information in order to facilitate cooperation between the Contract Partners within the scope of the Project ("Need-to-know-principle");
 - (iii) before the disclosure of the Confidential Information, they have been placed under an obligation of confidentiality which is at least as stringent as the provisions of this Confidentiality Agreement (e.g. employees under their respective employment agreement); and
 - (iv) they are not in competition, regarding the object of the Project, with the Contract Partner disclosing Confidential Information or one of its Affiliated Companies.
- The Permitted Recipients are not regarded as "Third Parties" for purposes of this Confidentiality Agreement.
- Confidential Information marked as "strictly confidential" shall only be made available to employees, Affiliated Companies and their employees of the receiving Contract Partner but may not be disclosed to any other Permitted Recipient without the prior written approval of the disclosing Contract Partner.
- "Affiliated Companies" of a Contract Partner are companies, (i) which are directly or indirectly controlled by such Contract Partner, (ii) which directly or indirectly control such Contract Partner or (iii) which are under common control with such Contract Partner. Control exists if:
- (i) one company holds the majority of the voting rights of the shareholders of another company;
 - (ii) one company has the right regarding another company to appoint or to dismiss the majority of the members of the administrative, managerial or supervisory organs which determine

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- the financial and business policies, and the former company is at the same time a shareholder; or
- (iii) one company has the right to determine the financial and business policy on the grounds of a domination agreement concluded with another company or on the grounds of a provision in the articles of association of the other company.
- o The Contract Partners are mutually responsible for ensuring that their Permitted Recipients treat the Confidential Information in a confidential manner in accordance with this Confidentiality Agreement. Violations of the Permitted Recipients, and any resulting claims of the other Contract Partner may also be asserted against the relevant Contract Partner.
- 1.6 The obligation to maintain secrecy also applies to Confidential Information which one Contract Partner receives from any Affiliated Company of the other Contract Partner within the framework of the Project, provided that at the moment when such Confidential Information was given, it was known or was apparent that the company concerned was an Affiliated Company of the other Contract Partner.
- 1.7 The obligation to maintain secrecy does not include information
- (i) which demonstrably is now or subsequently becomes publicly known or available by publication, commercial use or otherwise without breach of this Agreement by the receiving Contract Partner; or
 - (ii) which was already demonstrably known to the Contract Partner receiving the information prior to being disclosed by the other Contract Partner; or
 - (iii) which is developed by the Contract Partner receiving the information, independently and without recourse to the information received.
- 1.8 The obligation to maintain confidentiality ends when
- (i) the Confidential Information in question is disclosed without direct or indirect involvement of the Contract Partner receiving the Confidential Information; or
 - (ii) the Confidential Information concerned is legally disclosed to the Contract Partner receiving the Confidential Information by a third party not obligated towards the disclosing Contract Partner to maintain secrecy.
- 1.9 If the receiving Contract Partner seeks to avail itself of any of the foregoing exceptions (Section 1.7 to 1.8), the receiving Contract Partner shall have the burden of proving the applicability of such exception.
- 1.10 The Contract Partner receiving Confidential Information is entitled to pass on Confidential Information if this is required by statutory regulations or if such Contract Partner is ordered by any court or governmental agency or authority to disclose any of the Confidential Information. In such a case, however, this Contract Partner shall give the other Contract Partner prompt written notice of such circumstances so that the other Contract Partner can in due time take measures against such transfer of Confidential Information.
- 1.11 The receiving Contract Partner shall not have the right to disassemble or decompile received Confidential Information, to change it in any way or to translate it to a different code form, or to open received samples, to disassemble them or subject them to reverse engineering even if the Confidential Information, products or objects are in the lawful possession of the receiving Contract Partner, provided, however, that Confidential Information, products or objects are based on or contain business secrets of the disclosing Contract Partner. Copies of Confidential Information shall also be regarded as Confidential Information of the disclosing Contract Partner. These restrictions of this Section 1.11 shall no longer apply if and when the Confidential Information, products or objects are publicly available without breach of this Confidentiality Agreement as per Section 1.8.
- 2. The return of Confidential Information, documents and parts**
- 2.1 Each Contract Partner will at the request of the disclosing Contract Partner and without delay
- (i) destroy and certify to the disclosing Contract Partner the destruction of, or

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- (ii) return to the other Contract Partner
- o the Confidential Information, parts, documents, and data carriers given to it and all copies made of these or other forms of reproduction.
 - o Furthermore, each Contract Partner shall also permanently delete any Confidential Information saved in an electronic format, without copies or other forms of reproduction being kept. This clause applies in particular once this Confidentiality Agreement is terminated.
- 2.2 A right of retention of the receiving Contract Partner with regard to the obligation under Section 2.1 does not exist, with the exception of Section 2.3.
- 2.3 However, data carriers - including copies or other reproductions of Confidential Information stored on them - purchased by one Contract Partner from the other Contract Partner or needed by the Contract Partner to meet documentation obligations resulting from an agreement between the Contract Partners or statutory regulations are exempted from the return obligation. Also exempted from the return obligation are automatically generated backups provided that the Contract Partner receiving Confidential Information shall make no further use of such backups, to which he hereby explicitly commits himself. The confidentiality obligations of this Confidentiality Agreement shall survive for the duration of the existence of such backups.
3. **Term of this Confidentiality Agreement**
- This Confidentiality Agreement becomes effective from the effective date and when signed by all Contract Partners. The "Effective Date" means Jan 1st, 2023. The Confidentiality Agreement shall be valid until five (5) years after Effective Date. Confidential Information disclosed within a stated period is to be kept secret for at least another three (3) years after expiry of the Confidentiality Agreement. Statutory obligations of secrecy, which possibly stipulate a longer obligation of secrecy, remain unaffected.
4. **Governing law and Jurisdiction**
- This Confidentiality Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this Agreement, the Parties submit to the exclusive jurisdiction of the courts situated in the State of Karnataka, India.
5. **Final Provisions**
- 5.1 No additional agreements have been concluded relative to the subject matter herein. Any such agreements concluded prior to this Confidentiality Agreement will become void when this Confidentiality Agreement becomes effective.
- 5.2 Any amendments and supplements to this Confidentiality Agreement shall be in writing. This also applies to amendments and supplements to this clause requiring written form. The rights and remedies set forth hereunder are to be read in conjunction with and not to the exclusion of any statutory provision that would give further protection to the Confidential Information.
- 5.3 Neither Contract Partner shall assign or transfer any of its rights or obligations under this Confidentiality Agreement without the prior written consent of the other Contract Partner, except to a successor in ownership of substantially all of the assets used in the Contract Partner's business to which this Confidentiality Agreement relates, which successor in ownership shall expressly assume in writing the performance of the terms and conditions of this Confidentiality Agreement. The foregoing shall not apply in the event the successor is a competitor of the Contract Partner. This Confidentiality Agreement shall be binding upon any permitted successors and assigns.
- 5.4 This Confidentiality Agreement shall not be construed in any manner to be an obligation to enter into any other agreement or to result in any claim whatsoever by either Contract Partner against the other Contract Partner for reimbursement of cost for any expenses. None of the Contract Partners can derive any right to conclude further contracts from this Confidentiality Agreement.



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- 5.5 Unless explicitly agreed otherwise, the Contract Partners do not assume any guarantee for the correctness, faultlessness, completeness and usability of the Confidential Information. Liability for any damage resulting from the use of the Confidential Information provided for the purpose of this Confidentiality Agreement is excluded.
- 5.6 Should a provision of this Confidentiality Agreement be invalid or unenforceable, this will not affect the validity of the remaining provisions. The Contract Partners undertake to replace any invalid provision by a provision which comes as close as possible to the intentions of the Contract Partners at the time of the conclusion of this Confidentiality Agreement.
- 5.7 The Contract Partners agree that electronic signatures on this Confidentiality Agreement as also wet ink signatures will be regarded for all purposes as originals and fully enforceable as such to the fullest extent possible by applicable law.


THIS IS NOT A CONTRACT OR AGREEMENT FOR THE PURCHASE, SALE, LICENSE, TRANSFER OF OWNERSHIP OR PRODUCTION OF ANY PRODUCT, PART, DESIGN, COMPONENT, SERVICE OR ANY OF THE INFORMATION.


For ZF Digital Solutions India Private Limited

Signature: 
 Name: Rajeev Batra
 Designation: Site Leader
 Date: 18.01.2024




For NHCE


Signature: 
 Name: DR. MANJUMAN
 Designation: PRINCIPAL
 Date: 18.01.2024



ZF Digital Solutions India Private Limited

Signature: 
 Name:
 Designation:
 Date: 18.01.2024

For NHCE

Signature: 
 Name: GURUCHARAN
 Designation: Sr. ED SINGH
 Date: 18-1-24

Initials ZF _____

Initials NHCE _____

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made on 17 September 2024

BETWEEN **VICTORIA UNIVERSITY** a body politic and corporate pursuant to the
(VU) *Victoria University Act 2010* of Ballarat Road, Footscray, Victoria
ABN 83 776 954 731

AND
(Organisation) **New Horizon College of Engineering, Bangalore**
Ring Road, Bellandur Post, Near Marathalli, Bangalore - 560103

BACKGROUND:

- A. SAP is enterprise software to manage business operations and customer relations
- B. The Organisation provides SAP training.
- C. The Organisation requires the provision of the services described in item 1 of Schedule A (**Services**).
- D. VU has agreed to provide the Services in accordance with the terms of this agreement.

AGREED:

1. SERVICES

- 1.1 VU will provide the Services in the manner specified in this agreement, with due care, skill and judgment, during the Term set out in item 5 of Schedule A.

2. CONTRACT MANAGERS

- 2.1 Each party appoints the person listed as Contract Manager in item 4 of Schedule A as its authorised representative in respect of this agreement. The Contract Managers will manage and administer this agreement on behalf of the party he or she is representing and has the authority to give and receive notices.

3. FEES

- 3.1 The Organisation will pay VU the fees specified in item 2 of Schedule A (**Fees**) (plus any applicable GST) in return for VU providing the Services.
- 3.2 The Organisation is responsible for, and must pay, all taxes, duties and other government charges imposed or levied in connection with the Services or this agreement. The Organisation indemnifies VU from and against all such taxes, duties and other government charges.

4. ORGANISATION'S RESPONSIBILITIES

4.1 The Organisation agrees that:

- (a) it is responsible for the hard- and software of the frontend;
- (b) it must bear any Internet connection fees.
- (c) it must not modify the SAP software;
- (d) it will comply with the SAP software terms of use;
- (e) the SAP University Competence Center (**UCC**) does not take any responsibility for the functional reliability of the Organisation's own developments in the context of lectures and research projects;
- (f) it must ensure that sufficient Internet bandwidth is available;
- (g) VU must be informed about incident and problem reports in a comprehensible and precise manner;
- (h) it is responsible for the management of user accounts and installation of the SAP GUI;
- (i) in the event that the Organisation requires installation of SAP products, it must follow instructions from the UCC;
- (j) it must inform VU about scheduled lecture dates and times, so that VU can provide this information to the UCC on request;
- (k) resource-intensive activities (for example larger batch runs) will require timely coordination with the UCC.

5. CONFIDENTIAL INFORMATION AND PRIVACY

- 5.1 In the context of this agreement, the contracting parties mutually agree to treat their knowledge about confidential information and operational secrets of the other with utmost discretion. This non-disclosure obligation is not time-limited and also includes information not clearly marked as confidential, timely unlimited confidential, as long as the information is not obviously or generally accessible by the public.
- 5.2 The contracting parties shall act in order to ensure that all employees and auxiliary persons involved in the execution of this contract maintain the confidentiality described above.
- 5.3 Notwithstanding any other clause of the agreement, if VU becomes aware that the provision of the Services conflicts with any intellectual property rights, then VU will inform the UCC.
- 5.4 The parties are obligated to immediately inform one another of all claims by third parties with respect to infringements of intellectual property rights in relation to the SAP software.
- 5.5 In addition to its own use of the Organisation's registration data (meaning the Organisation's full name, postal and email address, telephone and fax numbers, name of institution, name of department, and professional specialization (the Organisation's "Personal Data")), VU will also

forward the Organisation's Personal Data to SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP"). SAP will only use the Organisation's Personal Data for the following purposes in connection with its SAP University Alliances Program:

- preparation of and invitation to events, including but not limited to train-the-trainers, conferences, and similar global, regional and local events,
- preparation of and information about learning materials, SAP certification opportunities, curricula, tours or programs,
- verification of individual's affiliation with a SAP University Alliances Program member institution,
- contact for support, surveys, feedback requests, contract matters and customer service for the SAP University Alliances Program,
- combination with data about used clients, systems, class details, number and type of lecture participants, lecture details, used solutions, used data sets, date and time of use, in connection with the SAP University Alliances Program by you and/or your institution for analysis and/or optimization of utilization of educational material and licenses.

SAP will process the Organisation's Personal Data inside the European Union but also outside of the European Union in countries which do not feature the same level of data protection as member states of the European Union.

In case you require information about the Organisation's Personal Data or want to correct or delete the Organisation's Personal Data or if you want to revoke the consent granted hereunder, please contact uasupport@sap.com.

6. LIABILITY

- 6.1 VU's liability to the Organisation in relation to any matter connected to this agreement is limited to an amount equivalent to the Fee.

7. TERMINATION

- 7.1 This agreement will terminate once the Services have been completed.
- 7.2 VU may terminate this agreement for its convenience on 30 days' written notice to the Organisation.
- 7.3 Either party may terminate this agreement immediately by written notice if:
- (a) the other party breaches any term of this agreement and fails to remedy such breach within 14 days of notice requiring such breach to be remedied; or
 - (b) the other party becomes the subject of bankruptcy, liquidation or winding up procedures, is placed under any form of external administration or otherwise becomes or threatens to become insolvent.
- 7.4 If this agreement is terminated, the Organisation will pay VU any Fees for Services provided before the date of termination.
- 7.5 If Victoria University terminate the contract, the Organisation will be refunded in pro rata basis.

8. DISPUTES

- 8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. Each party must use all reasonable endeavours to resolve the

dispute without commencing legal proceedings, including, without limitation, meeting with the other party within 7 days of receiving a dispute notice.

9. PARTIES' STATUS

- 9.1 This agreement will not create between the parties any agency, employment relationship or partnership of any kind whatsoever. VU is an independent contractor and will not be considered to be an agent or employee of the Organisation by virtue of this agreement.

10. NOTICES

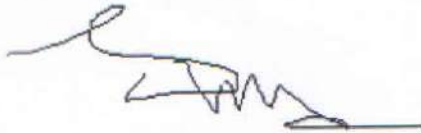
- 10.1 All notices required to be given under this agreement will be in writing sent to the address of the party as set out in item 4 of Schedule A. Any notice may be delivered by email or post.

11. GENERAL

- 11.1 This agreement may only be varied by written agreement signed by the parties.
- 11.2 This agreement will be governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- 11.3 A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

EXECUTED AS AN
AGREEMENT

SIGNED for and on behalf of
VICTORIA UNIVERSITY in the
presence of:



Witness Signature

Shahid Abbasi

Witness Name

17 September 2024

Date

Signature of Director/Secretary

Name of Director/Secretary

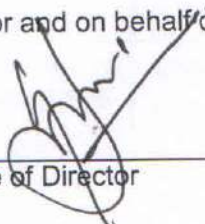


Signature

Scott Bingley (ACC Director)

Name and position

Signed for and on behalf of by:




Signature of Director

Gurucharan Singh

Name of Director

19/9/24

Date



Witness Signature

Signature of Director/Secretary

Dr. Asadok K

Witness Name

Witness Name



Name of Director/Secretary

Name of Director/Secretary

SCHEDULE A

| 1. | SERVICES | <p>In respect of SAP software, VU will provide the organisation with:</p> <ul style="list-style-type: none"> • Allocation of curricula and program related information • Software support assistance, being <ul style="list-style-type: none"> ○ Email support with a response time of up to 5 Melbourne business days depending on the urgency of the request ○ Telephone support on one working day per week (day to be nominated by VU) • Training materials for the organisation’s lecturers (which may be delivered online or in person, at VU’s election). | | | | | | | | | | |
|-----------------------------|--------------------------------|---|-----------------|--------------------------------|----------------------|------------|-----------------------------|----------|-----|-----|---------------|-------------------|
| 2. | FEES | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Package/Product</th> <th style="text-align: center;">Australian Dollars (AUD) Price</th> </tr> </thead> <tbody> <tr> <td>Introduction Package</td> <td style="text-align: right;">\$5,000.00</td> </tr> <tr> <td>1 GBI on S/4 HANA, 1 ERPsim</td> <td style="text-align: center;">Included</td> </tr> <tr> <td>GST</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$5,000.00</td> </tr> </tbody> </table> <p>Please refer to clause 3.2 for pricing details.</p> | Package/Product | Australian Dollars (AUD) Price | Introduction Package | \$5,000.00 | 1 GBI on S/4 HANA, 1 ERPsim | Included | GST | N/A | Total: | \$5,000.00 |
| Package/Product | Australian Dollars (AUD) Price | | | | | | | | | | | |
| Introduction Package | \$5,000.00 | | | | | | | | | | | |
| 1 GBI on S/4 HANA, 1 ERPsim | Included | | | | | | | | | | | |
| GST | N/A | | | | | | | | | | | |
| Total: | \$5,000.00 | | | | | | | | | | | |
| 3. | PAYMENT AND INVOICING | <p>The Organisation will pay the Fee within 45 days from the date it receives an invoice. Interest will accrue at 6% per annum (compounding weekly) on any invoiced amounts that the Organisation has not paid by the due date.</p> | | | | | | | | | | |
| 4. | CONTRACT MANAGERS | <p>Address for Notices: Victoria University Contract Manager: Scott Bingley Position: ACC Director Address: Victoria University Business School PO Box 14428 Melbourne Victoria, Australia 8001</p> <p>Address for Notices New Horizon College of Engineering, Bangalore Contract Manager: Binod Kumar Singh Address: Ring Road, Bellandur Post, Near Marathalli, Bangalore - 560103</p> | | | | | | | | | | |
| 5. | TERM | <p>Start Date:01 September 2024 Expiry Date:31 August 2025</p> | | | | | | | | | | |