

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Dayanand Sagar Academy of Technology and Management

&

RareMinds

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D SERVICES AND RELATED SERVICES

Dr. B.R. Lakarrarkanda Principal / Directo Principal / Directo Branda Sagar Academy of Technology & Management anayapura, Kanakapur Road, Bangalore - 550 082

Head office:

2nd Floor, Padmavati Complex, Nanjappa Reddy Layout, Kormangala

Bangalore: 560095



Registered Office:

2182, 17th A Main, 5th C Cross, HAL 2nd Stage, Indiranagar,

Bangalore: 560038



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 25th day of September – Two Thousand and Eighteen (25/09/2018), by and between

Dayanand Sagar Academy of Technology & Management, the First Party represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - inoffice, administrators and assigns).

AND

RareMinds, the Second Party, and represented herein by its Zonal / Divisional Head, Subhashini Ramaswamy, CEO, RareMinds, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Dayanand Sagar Academy if Technology & Management
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) RareMinds -, the Second Party is engaged in Business, Manufacturing, Skill Development, Education Dr. B.R. Lakenmikaneas and R&D Services Principal / Director

Aanagement NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU. THE anayapura, Kanakapur PARTIES HERE TO AGREE AS FOLLOWS:

Dr. B.R. Lakshmikan Principal / Director

Devananda Sagar Academy of Technology & Mauseyement i deyapura, Kanakapur Коло, dangalore - 500 082

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CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure of Academy of Academy

2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of - - Name of Industry specializations, activities and services - - .

Mr. R. R. Lakehmilana

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- 2.5 Topics Covered In The Training Program
 - 2.5.1 Charts
 - 2.5.2 Functions
 - 2.5.3 PIVOT Table
 - 2.5.4 Keyboard Shortcuts
 - 2.5.5 Sub Totals
 - 2.5.6 Advanced Filters
 - 2.5.7 V-Look Up
 - 2.5.8 Macros
- 2.6 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready. The students will be given a gratuitous workshop on "Advanced Excel". The details of the program are as below:

S,No	Description	Details
1	Topic for the workshop	"Advanced Excel for Management"
2	Duration	5 days from November 12 th to November 16 th
3	No of Hours	30 Hrs
4	Faculty for the session	Ms Subhashini Rakesh
5	No of Beneficiary Students	44

2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the Name of institution, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

Principal / Directos

Syanda Sagar Academy of Technology & Management

3.1 Nothing contained in this MOU shall, by express grant, implication kest opper or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

Dr. B.R. Lakshmikanfilm

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AGREED:

For Name of Institution

Authorized Signatory

For RareMinds

Authorized Signatory

Name of Institution	Name of Industry - Education
Or. B.R. Lakshmikan 1944 Address Principal / Director Dayananda Sagar Academy of Technology & Management Udayanura, Kinakanur Road, Bangalore - 560 082	Address 2182, 17 th Main, 5 th C Cross, HAL 2 nd Stage Indranagar, Bangalore
Contact Details	Contact Details: +91 9035413608
E-mails	E-mails : info@rareminds.in
Web	Web: www.rareminds.in



CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period RareMinds, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **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, to 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 other Party. Neither Party shall have, nor 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.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Acts 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bengaluru, Karnataka

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