



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	: IN-KA98261476009555T
Certificate Issued Date	: 08-Apr-2021 11:10 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ J P NAGAR1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0867943266217783T
Purchased by	: VET FIRST GRADE COLLEGE
Description of Document	: Article 12 Bond
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VET FIRST GRADE COLLEGE
Second Party	: VASAVI EDUCATIONAL TRUST
Stamp Duty Paid By	: VET FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING
VET FIRST GRADE COLLEGE, Bangalore

And

VASAVI EDUCATIONAL TRUST – ARENA ANIMATION, Bangalore

This Memorandum of Understanding is made & executed by and between “VET First Grade College” offering Under Graduation and Post-Graduation Courses, J P Nagar Bangalore and represented by the Head of the Institution (here after referred as First Party)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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And "Vasavi Educational Trust- Arena Animation" serving in the field of education and specialized in Graphic Web Design and development, GVD, DAID, GWD, and VFX - Prime

The MOU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. The purpose of MOU is to have mutual intentions to jointly work on projects required for industries and institution needs, with learned faculty of good industrial experience and promising students, jointly agree to exchange their expertise for mutual benefit and growth, on the areas specified below:

- ❖ In-plant Training & special Technical Training to make the students industry-ready
- ❖ Guest Lectures
- ❖ Workshops
- ❖ Mini Projects and Main Project Work
- ❖ Career Orientation in the area of animation and other specialization.

This MOU shall be effective from the date of its approval by competent authorities at both ends. The duration of the MOU shall be for a period of 3 years from the effective date.

During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either Party



Signature

Name: **B.R. VISWANATH SETTY**

Vasavi Educational Trust



Witness:1

Witness:2



Signature

Name: **DR. R. PARVATHI**

Principal

VET First Grade College

J.P. Nagar, Bangalore - 560 078



VET FIRST GRADE COLLEGE

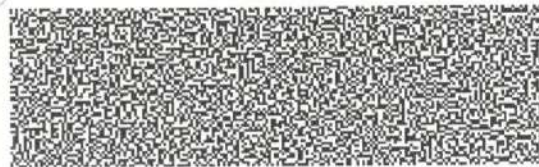


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Government of Karnataka

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Certificate No.	: IN-KA98271776314968T
Certificate Issued Date	: 08-Apr-2021 11:13 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ J P NAGAR1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0867953488266959T
Purchased by	: VET FIRST GRADE COLLEGE
Description of Document	: Article 12 Bond
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VET FIRST GRADE COLLEGE
Second Party	: VET BVL POLYTECHNIC
Stamp Duty Paid By	: VET FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Memorandum of Understanding

VET First Grade College, Bangalore
And
VET BVL Polytechnic, Bangalore

This Memorandum Of Understanding is made & executed by and between "VET First Grade College" offering Under Graduation and Post-Graduation Courses, J P Nagar Bangalore and represented by the Head of the Institution (here after referred as First Party) and

Statutory Alert:

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And "VET BVL Polytechnic, Bangalore" serving in the field of education and specialized in Technical and Non-Technical areas of Education represented by the Head of the Institution (here after referred as Second Party)

The MOU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. The purpose of MOU is to ensure optimum Utilization of available resources in VET First Grade College, Bangalore And VET BVL Polytechnic, Bangalore and mutual intentions to jointly work on projects required for industries and institution needs, with learned faculty of good industrial experience and promising students, jointly agree to exchange their expertise for mutual benefit and growth, on the areas specified below

We shall extend the use of the following Resources and Facilities and collaborators:

- Academic Resources
- Infrastructure Facilities
- Sports Facilities
- Teaching -Learning Aids
- Resource Centre Facilities
- Placement Assistance
- Library Resources
- Lab Resources.
- IT Resources
- Human Resources
- Collaboration to conduct Events /programmes.

The Common purpose of the letter of understanding is to enhance knowledge pool and augment the Existing resources for the benefit of the stake holders of the institutions. This letter of understanding is signed on Seventh day of April 2021 for the period of two years. MOU is applied from 7th April 2021 to 6th April 2023.

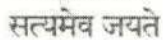
AGREED:

For VET FIRST GRADE COLLEGE

For VET BVL POLYTECHNIC.


.....
Authorized Signatory
Principal
VET FIRST GRADE COLLEGE
Witness *Rafique*
J.P. Nagar, Bangalore - 560 078

.....
Authorized Signatory
Principal
VET BVL POLYTECHNIC
U Ph, J.P. Nagar, Bangalore-77



Government of Karnataka

Rs. 20

e-Stamp

Certificate No.	: IN-KA44160475757838T
Certificate Issued Date	: 10-Feb-2021 10:23 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ DEVANHALLI2/ KA-BR
Unique Doc. Reference	: SUBIN-KAKAKSFCL0868442323547126T
Purchased by	: V E T FIRST GRADE COLLEGE
Description of Document	: Article 12 Bond
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EDGTAL ACADEMY LLP
Second Party	: V E T FIRST GRADE COLLEGE
Stamp Duty Paid By	: V E T FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.)	: 20 (Twenty only)

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made & executed on this day of 20-02-2021 between **EDGtal Academy** represented by its Chief Managing Director Mr Vishwanath Y A herein after referred to as the “**EDGtal**” which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the one part.

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And **"Vasavi Education Trust, Bangalore"** 560078 represented by its Director Shri Parvathi, herein after referred to as the **"VET"** which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the other part.

Objective: VET is a working towards the aim of increasing the placement ratio of their students. Hence VET is in need of a partner company who can provide vocational training to their students and take a responsibility of placing them. With respect to this objective VET and **EDGtal Academy** had multiple discussions. The Objective of this MOU is to lay down guidelines to execute **"Vocational Training & Placement Process between DSU and EDGtal** based on the previous discussions and understandings drawn.

General Terms of MOU:

1. Participating Campus: All graduation students from VET college Campus

2. Training Programs:

EDGtal Academy is a pioneer in Vocational Training & Placement Programs. We have innovative training methodologies which are proved successful. We will also be developing and experimenting new training processes according to the dynamics of education industry to develop industry ready professionals. Students of Vasavi Education Trust and any other campuses of it can avail these training programs. EDGtal Academy & VET has decided to conduct below training model.

Ø Free Govt Funded Training Programs

We are associated with Central Govt's vocational training schemes of **Pradana Mantri Kaushalya Vikasa Yojana (PMKVY)** and **Karnataka Govt's vocational training department like Karnataka Skill Development Corporation (KSDC)** and also some of the NGOs. We choose courses from these schemes and provide Free Training to students in stipulated Training Centres as well as our training institute. We provide placement support for students under these courses as well.

Modality: Students shall choose from among the listed programs based on their interest level and preference. After the Registration process is complete, Broad Training plan along with the day wise schedule is submitted to the College, a week prior to the commencement of the Training.

3. Structure of Training Schedule

a) **Training Module:** EDGtal will design training modules for students of VET upon mutual consultation with the placement division, keeping in mind the availability of jobs in those respective areas.

b) **Eligibility:** All graduates and pursuing graduation students are eligible for the training program.

4. Training Content and Delivery

a. Contents of different Training modules are submitted in advance, discussed, finalized and approved by the VET.

b. Once the training modules are finalized and approved, the EDGtal will stick to the same and scrupulously deliver it to the Students. Only minor modifications could be effected.

5. Infrastructure

a. Infrastructure needed to deliver the training and placement services shall be provided by VET in case the training happening at campuses of VET.

b. VET can provide space to set up a dedicated training space in campuses so that EDGtal can promote the training programs effectively and contribute for the increase in placement ratio.

c. If training happens at **EDGtal Academy training institute**, then its responsibility of EDGtal to have necessary infrastructure.

6. SPOC and Trainer Deployment:

a. EDGtal will deploy either in-house trainer or freelance trainer based on the need.

b. Training Head: **MAHESH B B, +918892062682**, manager@aptechcourses.com.

c. in case of any changed Training Head will coordinate.

Value-add Services Once the Core Training is completed, Placement Team of the **EDGtal Academy** shall endeavour to organise Placement drives for the eligible candidates as per the criteria laid down by respective companies. **Mock Sessions** will be conducted by technical team of EDGtal, in order to prepare students for Technical interview. EDGtal shall also conduct sessions on Aptitude Preparation and Soft Skills to help students perform better in Companys' selection process.

7. Hiring Terms: VET shall not hire the employees of **EDGtal**, whether permanent /contract / consultant /freelancer and shall not have any direct or indirect association with them.

8. Training Fee / Commercial: Commercial of all trainings will be decided mutually by **EDGtal** & **VET** for each training separately based on the kind of training model going to be executed. Cost and release of payment and any other terms related to finance are subject to the training model. Both the parties should maintain transparency in operations and set process to monitor the same.

Program wise commercials should be communicated and approved over the email communication.

9. Mode of Payment (if any): Payment may be made by way of Cheque / DD / Bank Transfer

a) Bank Account Details for NEFT or RTGS:

Bank name: CANARA BANK,

IFSC Code: CNRB0004028

Account Number: 4028201000019

Account Type: Current Account

Account Name: EDGTAL ACADEMY LLP

b) DD/Cheque to be issued in favour of "EDGtal Academy LLP".

10. Tax Terms:

a. Applicable rate of GST for Training services is 18% and **VET** shall pay the same

b. **TDS** will be applicable on all the payment done by **VET**, and TDS statement to be provided to **EDGtal**, accordingly.

11. Confidentiality:

Each party agrees that it shall not, at any time, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

12. Exclusivity and Long Term Association: EDGtal Academy expects exclusivity of this partnership with EDGtal Academy and have long term relationship to support each other business.

13. Communications: All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address or email of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

14. Exit terms: If either of the parties wish to exit the agreement, then all existing, running training schedule shall be completed by the EDGtal and any additional training fee remaining, shall be released by the VET till the date of termination of agreement.

15. Clarification: Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual understanding by the parties to the Agreement and resolved amicably.

For VET Bangalore



Name: Parvathi

Principal
V.E.T. PRINCIPAL COLLEGE
J.P. Nagar, Bangalore - 560 078

For EDGtal Campus Connect

For EDGtal Academy LLP
Digital Era Courses



Name: Vishwanath Y.A.
Director

Designation: Chief Managing Director



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Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA28325428759520T
 Certificate Issued Date : 25-Jan-2021 12:35 PM
 Account Reference : NONACC (FI)/ kacrsf08/ VIJAYANAGAR4/ KA-BN
 Unique Doc Reference : SUBIN-KAKACRSFL0839433636986842T
 Purchased by : GLOVISH TECHNOLOGIES LLP
 Description of Document : Article 37 Note or Memorandum
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VET FIRST GRADE COLLEGE
 Second Party : GLOVISH TECHNOLOGIES LLP
 Stamp Duty Paid By : GLOVISH TECHNOLOGIES LLP
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

For MITRAVRINDA CREDIT
CO-OPERATIVE SOCIETY LTD.

Asst. Secretary



Please write or type below this line

Memorandum of Understanding

This Memorandum of Understanding is made at V.E.T First Grade College __07th day of December, 2020.

BETWEEN

Glovish Technologies a Company incorporated under the Companies Act, 1956, having its Corporate Office #5, 4th cross Subbanna garden main road Behind shani mahatma temple,,Subbannagarden,Vijayanagara, Bengaluru, Karnataka 560040.

Statutory Alert:

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AND

V.E.T First Grade College, located at No 18, 14th Main Rd, 2nd Phase, J P Nagar, Bengaluru, Karnataka 560078 (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **Second Part**,

WHEREAS:

1. Glovish Technologies is a Training Partner associated with various corporate for providing training to the students as part of their Project activity.
2. V.E.T First Grade College is an Educational institution affiliated to Bengaluru City University. The College offers various Graduate & Post Graduate Courses in BBA, BCA, B.Sc(FAD), B.Com MCOM, PGDIP.
3. V.E.T First Grade College is willing to enter into a Memorandum of Understanding (MOU) with Glovish Technologies for the skills enhancement initiative through Project development, the technology platform and other face to face initiatives.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Roles & Responsibilities of the V.E.T First Grade College :

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The College shall share the details of the students like name, email ID, contact details who are willing to undergo the aforesaid skill enhancement initiative through Project development with Glovish Technologies in the College Letterhead.
- c. To encourage the Students to register for the Program by informing them about the benefits of the program.
- d. To provide all the support services and facilities to **Glovish Technologies** during the conduct of the said Training Program.

2. Roles & Responsibilities of Glovish Technologies :

- a. Materials required will be provided in time.
- b. The modules will be trained by our expert faculties who will be deputed exclusively for Vivekananda Institute of Management.
- c. Modules training will be mapped with today's Industrial requirements.

3. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by college
- c. Placement will be assist by the Glovish technologies

4. Commercials:

- a. Fee collection from students will be the responsibility of college.
- b. Fee amount can be collected in two Installments
- c. Course Completion Certificate is given by GLOVISH TECHNOLOGIES
- d. First Installment i.e Rs.1500/- per Project should be paid to GLOVISH Technologies on or before **20-01-2021**
- e. Second Installment i.e Rs.1500/- per project should be paid to the GLOVISH Technologies After Completion of the Course

5. Certification:

Certificates shall be awarded by Glovish Technologies to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For Glovish Technologies

(Authorized Signatory)

Name : LOHITH. G
Designation: Designated Partner
Place : Bangalore
Date : 02-01-2021
Stamp :



LLP For V.E.T First Grade College

(Authorized Signatory)

Name: Dr.Parvathi R
Designation: Principal & Academic Director
Place : Bangalore
Date : 2/1/2021
Stamp :





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VASAVI EDUCATIONAL TRUST

No. 18, 14th Main, 2nd Phase, J. P. Nagar, Bengaluru - 560 078.

Phones : 080 2658 6808, 2658 4760

E-Mail : vetinst@rediffmail.com, vetinst79@gmail.com Web : www.vetinst.org

President B.R. Viswanath Setty	Hon. Secretary Manandi .N. Suresh	Joint Secretary R.A. Varadaraj	Treasurer B.S. Arun Kumar
Vice President A.V.S. Murthy	Vice President Pathi R. Sampath Kumar	Vice President Tallam N. Umesh	Mentor Manandi Nanjunda Setty

No.

Date : 29-06-2019

M/s.K7 Computing Pvt. Ltd.

4th Floor, Tower-B, TEK Meadows,
51, Rajv Gandhi Salai, Sholinganallur,
Chennai - 600119

E: avadhootshinde@k7computing.com

Kind Attn : Avadhoot Shinde, Ph : 8050074766

Sir,

Sub : Purchase order for Anti-Virus Software - regarding.

Ref : Your quotation dtd 21st June 2019

With reference to the above and negotiations, you are requested to supply the following & submit the bill for payment.

Sl. No.	Particulars	Qty	Rate	Total (Amt)
1	K7 Enterprise Endpoint Security Suite with web based administrator console and clients with 3 years license / support.	155	600	93,000
	Total			93,000

(Rupees Ninety Three Thousand only)

Terms & Conditions

1. Delivery : Within 7 days of receipt of purchase order.
2. Price : Exclusive of GST @ 18%.
3. Payment : After Delivery, installation and Satisfactory working, within 35 days.

Thanking you,

Yours faithfully,

Vasavi Educational Trust

VASAVI EDUCATIONAL TRUST

President

President



INSTITUTIONS :

- J. P. NAGAR CAMPUS ■ V.E.T. Little Champs Belagodu Nursery School ■ V.E.T. School ■ V.E.T. B.V.L. Polytechnic
 ■ V.E.T. Manandi Composite P. U. College ■ V.E.T. First Grade College ■ V.E.T. Post Graduate Centre ■ V.E.T. Hostel
 V. V. PURAM CAMPUS ■ V.E.T. Little Champs Pre School ■ V.E.T. School ■ V.E.T. Composite P U College ■ V.E.T. Match Point Table Tennis Academy

Tax Invoice

(ORIGINAL FOR RECIPIENT)



K7 Computing Pvt Ltd.,
4th Floor, Tower B, Tek Meadows
No.51, Rajiv Gandhi Salai (OMR),
Sholinganallur, Chennai
GSTIN/UID: 33AABCK1942M1ZK
State Name : Tamil Nadu, Code : 33
CIN: U72300TN1998PTC040383
E-Mail : accounts@k7computing.com

Invoice No.	e-Way Bill No.	Dated
INV/20/E0251		29-Jun-2019
Delivery Note		Mode/Terms of Payment
DC/19-20/0293		35 Days
Supplier's Ref.		Other Reference(s)
PO dt.29.06.2019		Vasavi Educaitional Trust
Buyer's Order No.		Dated
PO dt.29.06.2019		29-Jun-2019
Despatch Document No.		Delivery Note Date
		29-Jun-2019
Despatched through		Destination
Terms of Delivery		
Online download only. No physical delivery of package / CD		

Consignee

Vasavi Educational Trust
No.18, 14th Main , 2nd Phase
J. P. Nagar, Bengaluru - 560078
State Name : Karnataka, Code : 29

Buyer (if other than consignee)

Vasavi Educational Trust
No.18, 14th Main , 2nd Phase
J. P. Nagar, Bengaluru - 560078
State Name : Karnataka, Code : 29
Place of Supply : Karnataka

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	K7 Enterprise Security - 1U3Y (Expiry Date 1095 Days From Key Activation) K7BES-28E1-6510-89EA-3C81 K7BES-28E1-D358-92B6-8AC9	8523	155 Nos	600.00	Nos		93,000.00
	Integrated Tax						16,740.00
	Total		155 Nos				1,09,740.00 ₹

G.S. - 12/7/19

Amount Chargeable (in words)

E. & O.E

One Lakh Nine Thousand Seven Hundred Forty INR Only

HSN/SAC	Taxable Value	Integrated Tax Rate	Integrated Tax Amount	Total Tax Amount
8523	93,000.00	18%	16,740.00	16,740.00
Total	93,000.00		16,740.00	16,740.00

Tax Amount (in words) : **Sixteen Thousand Seven Hundred Forty INR Only**Company's PAN : **AABCK1942M**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Terms & Conditions:

- Interest will be charged @ 24 % P A on payment beyond due date.
- Penalty for cheque bounce will be Rs. 500.

for K7 Computing Pvt. Ltd.,

Authorised Signatory





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INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

e-Stamp

Certificate No. : IN-KA63062409062203R
Certificate Issued Date : 18-Dec-2019 12:04 PM
Account Reference : NONACC (FI)/ kaksfcl08/ J P NAGAR1/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0842130996049450R
Purchased by : VASAVI EDUCATIONAL TRUST
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
 (Zero)
First Party : VASAVI EDUCATIONAL TRUST
Second Party : PRIMAX EDUCATIONAL TRUST
Stamp Duty Paid By : VASAVI EDUCATIONAL TRUST
Stamp Duty Amount(Rs.) : 20
 (Twenty only)



Please write or type below this line

Memorandum of Understanding

This Memorandum of Understanding is executed between **The VET First Grade College**, a unit of **Vasavi Educational Trust**, situated at 14th Main, 2nd phase, J.P.Nagar, Bangalore 560078 and **Primax Educational Trust** having its Registered office at Flat no. 102, No. 13 & 14, Mallige Apartment, 3rd Cross, Devarajajura Layout, Nagadevanahalli, Bangalore 560056.

VASAVI EDUCATIONAL TRUST

Statutory Part:

President/Hon. Secretary

Handwritten signature of N.N. Suresh

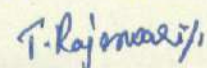
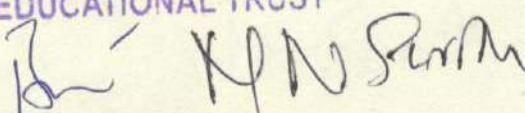
For Primax Educational Trust

Managing Trustee/Chairman

Page 1 of 5

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as
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 3. In case of any discrepancy please inform the Competent Authority.

1. The **VET First Grade College** will be the **First Party** represented by its President Sri B R Viswanath Setty and the Hon. Secretary Sri Manandi N Suresh and the **Primax Educational Trust** will be the **Second Party**, represented by its Chairman, Prof. T. Rajeswari and Treasurer Dr.K.V.Ramanathan.
2. The Second Party is interested in utilizing the infrastructure/class rooms of the First party for conducting Post-Graduation courses viz PG Diploma in Business Administration & PG Diploma in E-Commerce (Affiliated to Bengaluru Central University).
3. The First Party is already having Post Graduation courses affiliated to the Bengaluru Central University (BCU). The Second Party who are experts in conducting Post Graduate courses/Diploma have requested the First Party to partner with them. The Second Party will take charge of the entire academic support for the existing and future admitting students to VET First Grade College.
4. The First Party has earmarked two class rooms and one staff room exclusive for the purpose.
5. The Second Party has to appoint staff, admit the students as per the BCU norms, provide the students' documents required by the University and conduct the classes and other academic activities as required by the BCU.
6. The Second Party will be responsible to appoint the required staff and pay the salaries alongwith other perquisites like Provident Fund, E S I etc as per the applicable laws.
7. The Second Party has to get the students' admissions as per BCU norms.
8. The Second party has to submit the Calendar of Events to the First Party in the beginning of the Academic Year. This can be changed mutually for the benefit of the students.
9. The Second Party has to collect annual fee of Rs.15000/- per student and pay to the First Party, which will be increased by 10% every year. The annual fee is payable before 25th September each year.
10. The First Party assures to get the affiliation for the said courses from the Bangalore Central University.
11. The First Party will get the renewal of affiliation from BCU annually. In case of disaffiliation or discontinuation by the BCU, the First Party will



not be responsible. But the Second party will co-operate for such action by BCU and complete the course.

12. After completion of the existing courses during the year, if courses are stopped, the Second Party can suggest alternative course which will be mutually beneficial to the First Party and the students.
13. It is agreed between the First and Second Party that the above arrangement is for a period of five years certain and thereafter it can be renewed with mutual consent as per BCU norms.
14. The admitted students will be the students of VET First Grade College and are bound by the rules and regulations applicable to the students of the college and BCU as per the UGC norms.
15. The students will be eligible to avail scholarship as per Government and University norms by providing required documents in time failing which they will not be eligible for any kind of scholarship.
16. The Second Party will communicate to the students regarding the payment of Examination Fee payable to the BCU from time to time and collect and pay to the First Party on behalf of the students.
17. The First Party will pay all statutory and other taxes applicable from time to time.
18. The Second Party will be responsible for the safety of the staff including payment of their salaries and the students' safety during the conduct of classes and has to abide by the norms of BCU and UGC.
19. The First and Second party will have the liberty to terminate the arrangement by giving a year's notice in writing mutually. The notice period is applicable only for the following academic year.
20. In case of termination, the Second party will have the responsibility to complete the Post Graduation course at VET of the entire batch admitted during the year and to get the graduation certificates of the students.
21. In case of mutual termination of the agreement, the second party has responsibilities to collect and clear the dues of the students and the staff salary and other perquisites payable to them.
22. This arrangement is for conducting above agreed courses only. In case the Second Party intends to conduct any other subjects, it can be started only on the confirmation from the First Party.

VASAVI EDUCATIONAL TRUST

President / Hon. Secretary / Tr

For Primax Educational Trust

Page 3 of 5

Managing Trustee / Chairman

23. In the above arrangement, the Second Party's role is only of academics and teaching and has no rights over the premises.
24. The Second Party will follow the approved holidays and allow only the approved and eligible holidays to the faculty without hindering the classes.
25. Confidentiality: Neither party during the term of this Agreement shall, without the prior consent of the other party, disclose to third parties any confidential information, as well as information regarding the interests of the other Party, which became known due to the performance of this agreement, or use the information for purposes not agreed upon writing by the other party,
26. Modifications and amendments: The parties by mutual agreement may make amendment and/or rectification to this Agreement. The changes that are made in writing to this Agreement and duly signed by both the parties constitute an integral part of this Agreement. Terms of this Agreement, either directly or indirectly, shall not give rights to the parties of any other obligations that are not explicitly specified in this Agreement.
27. Copy Rights and IP rights: Any training documents including training material, brochures, datasheets and other documents belonging to either of the parties involved cannot be duplicated/copied without prior approvals. Each party shall respect the other's Intellectual Property(IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other 'without prior approval'. Neither party shall acquire any right in the other party's Intellectual Property pertaining to any information disclosed by the party pursuant to this MOU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing Intellectual property. Neither party shall hold out as an agent or representative of the other or create any liability for the other. The Parties shall indemnify the other for breach of this clause.
28. Force-majeure: Neither party shall be held responsible for any eventual inability to provide facilities due to force-majeure or due to circumstances beyond their control.

VASAVI EDUCATIONAL TRUST

President / Hon. Secretary /

For Primax Educational Trust

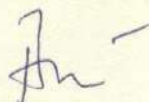
T. Rajenwaraj
Managing Trustee / Chairman

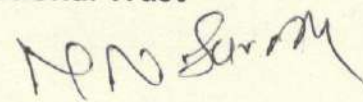
29. Dispute and Arbitration: Where the above articles of understanding are silent or for special cases of deviation from these articles, the mutually agreed upon decision between the parties to this MOU will be final. However, in case of any dispute relating to or arising out of this MOU shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference for more than 2 months shall be referred to the arbitration of sole arbitrator to be mutually appointed by bi-party stake holders at Bangalore. The Arbitration Act of 1940(10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause, The venue of all arbitration proceedings shall be Bangalore.

In witness, whereof both the parties have put their hands to this indenture of Memorandum of Understanding in the presence of the following witnesses.

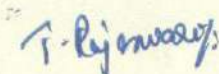
On behalf of Vasavi Educational Trust

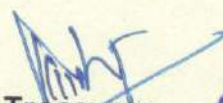



President


Hon. Secretary

On behalf of Primax Educational Trust


Chairman


Treasurer



Place : Bangalore

Date : 18th December 2019



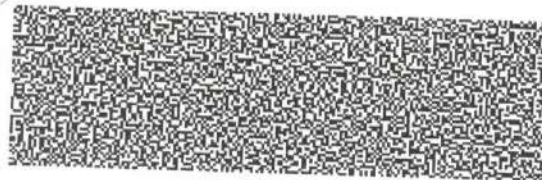
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Government of Karnataka

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Certificate No.	: IN-KA36417989969832R
Certificate Issued Date	: 11-Nov-2019 11:52 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ J P NAGAR1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0890981835107706R
Purchased by	: VET FIRST GRADE COLLEGE
Description of Document	: Article 12 Bond
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VET FIRST GRADE COLLEGE
Second Party	: PRIMAX FOUNDATION
Stamp Duty Paid By	: VET FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line



MEMORANDUM OF UNDERSTANDING

Between

PRIMAX FOUNDATION

(Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G) Bengaluru, Karnataka, India
And

VET FIRST GRADE COLLEGE

This Memorandum of Understanding (MoU) is made on the at Hyderabad.
Primax Foundation (PF), Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G No.B 10,
First Main Road, Devarajurs Layout.

Viswa Vidyalaya PO, Nagadevana halli, Bengaluru - 56, Karnataka, India.

And

VET First Grade College

#18, 14th Main Road, JP Nagar 2nd Phase, Bangalore-560078



This document is a Stamp Certificate and should be verified at www.shasthastamp.com and discrepancy in the details on this Certificate and as available on the website rendered invalid. The responsibility for the validity of the certificate is on the part of the certificate holder. In case of any discrepancy, please inform the Competent Authority.

T. Rojanna

1. This Memorandum of Agreement is drawn up and agreed upon between **Primax Foundation** (PF), registered under the Karnataka Societies Act 1960 & IT Act 12A, 80G) No.B 10, First Main Road, Devarajur Layout, Viswa Vidyalaya PO, Nagadevanahalli, Bengaluru – 56, Karnataka, India and **VET First Grade College #18, 14th Main Road, JP Nagar 2nd Phase, Bangalore-560078**

2. About Primax Foundation

Primax Foundation was established in the year 2015 and it was registered under the Karnataka Societies Reg. Act 1960 (Reg. No JNR-211-2015-16 & IT Exemption - 12 A & 80 G) Primax Foundation is established with towering ideals of imparting quality and non-profitable services to the society through Journals, Seminars, Workshops, Educational Training & Skill Development, Study Circles, Counseling & Rehabilitation, Initiating Research Activities etc., for total personality development of individuals. Primax Foundation is an upcoming Training and Development Center in Bangalore offering a variety of need based training programs, through on-and-off campus modes. The primary aim is to ensure employability for the students and moulding to meet of corporate requirements. In addition, its intention is to upgrade the quality of research work among the faculty members involved in Science & Humanities, Commerce, Management Education and the allied fields to ensure that all the research work undertaken, is gainfully put to use by the industry, society and corporate world. Its operational objective is to disseminate, strengthen and enhance knowledge, across all sections of the society.

3. About VET-FGC

VET FIRST GRADE COLLEGE is one of the units of Vasavi Education Trust established in the year 1996, offering B.Com course affiliated to Bangalore Central University. It aims to promote and sustain high academic principles while retaining the strong value system and ethics, belief in the rich culture of the motherland with emphasis on academic scholarship and theoretical knowledge with a frame work of practice based learning.

VET FIRST GRADE COLLEGE branched out in several directions and has registered tremendous growth in terms of size, number and dimensions. The Institution began B.Sc FAD in the year 2004 and BCA in the year 2009, apart from this offers enrichment and value-added courses. To add feather in the cap, the college has also started Post Graduation Centre with M.Com and PG Dip in Business Administration in 2014. In 2015 BBA and PG Dip in E-Commerce was introduced.



4. Objective

The goal of this cooperation is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best efforts, mutual benefit, and frequent interaction. **PF and VET-FGC** agrees to explore the possibility of engaging in the following modes of collaboration.

- a. Exchange of information on research, teaching (Providing Support for Guest lecture, Resource Person, Corporate Person from India and Outside India), study and learning material and other literature relevant to their educational and research programme;
- b. Joint organization of Seminar, Conference (National & International Level), Workshop, Faculty Development Programme, Management Development Programme, Case Study Presentation, short-term continuing education programs on topics of mutual interest, while extending invitations to each other's faculty to participate therein;
- c. **Joint proposal and engagement in research or training programs sponsored by funding agencies, while extending invitation to each other's faculty to participate therein.**
- d. To Assist the National level & International level seminar and Conference proceeding and Article publication with ISSN (UGC listed Journals, Scopus, ISI Journal, Thomson Reuters etc.)
- e. To assist National and International Level Education Tour and Industry Visit Programme.
- f. To organize a Training and Development programme (Such as Personality Development, Communication, Skill Development & Placement Training Programme and finally to conduct a pool campus interview (Direct Recruitment)
- g. To organize Research capacity building programme for Faculty and Young Researchers
- h. To Conduct the Open Distance Learning Class on Rental basis.

5. Activity in Detail

Primax Foundation (PF), Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G) Nagadevanahalli, Bengaluru – 56, Karnataka. India and **VET-FGC, #18, 14th Main Road, JP Nagar 2nd Phase, Bangalore-560078**, the parties to this memorandum, wishing to enhance relations between the two Academic Research Institutions and to develop Academic and Research activities interchange in the areas of Educations, Research and Technology transfer, and other activities, agree to collaborate towards the internationalization tie-up (to help International University tie-up, to conduct a Workshop, Seminar, FDP, MDP, in National and International Level with ISSN and ISBN Publications). The establishment of formal relationship and linkage in their area of interest.



T. Rajasekh



PF and VET-FGC, recognize their strengths in Research and education in the discipline of Arts and Science, Education and Social science, and their mutual interest in engaging themselves in academic cooperation. Therefore, PF and VET-FGC agree to establish a programme for academic operation in areas of mutual interest, and in accordance with term and conditions set forth in this Memorandum of Understanding (MoU)

6. Co-Ordination

The following arrangement is suggested for the co-ordination of collaboration; each of the institution (PF and VET-FGC) shall appoint one member of its teaching faculty/ research faculty to coordinate the programme on its behalf. A coordination committee, consisting of (a) Director/Principal /HOD of VET-FGC) President/Secretary of PF or his /her nominee c) Programme coordinator from both institution will periodically review and identify ways to strengthen cooperation between the two institutions

7. Valid Duration

Initially, this MOU shall be effective from the date of signing by authorized signatories of both parties and is valid for a period of **Three Years**.

8. Renewal

The MOU shall be renewed by authorized representative of both parties, under mutually agreed revised terms and condition through renewal applications

9. Amendments

Any of the clauses/ articles contained here in this MOU shall be amended with mutual written and specific consent of both the parties.

10. Termination

This MOU shall be terminated by either party by giving one month notice to the other. The amendment, termination and expiry of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiry unless otherwise agreed upon between the parties.

13. Contact Persons

The President/Vice President/ Secretary, Primax Foundation and Principal of VET-FGC shall be the contact persons who will be coordinating the implementation of this MOU during its validity

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



For Primax Foundation
Bangalore, Karnataka. India.

T. Rajeswari

Prof. T. Rajeswari,
President, Primax Foundation,

Date 11.11.2019.

Website: www.primaxfoundation.com
Email: primaxfoundation2015@gmail.com

Official Seal



For VET-FGC, Bangalore

Dr. R. Parvathi

Dr. R. Parvathi
Academic Director & Principal,
VET-FGC

Date 11/11/2019

Website: <http://vetfgc.edu.in>
Email: vetfgc@rediffmail.com

Official Seal

Principal
V.E.T. FIRST GRADE COLLEGE
J.P. Nagar, Bangalore - 560 078

Witness

1. Dr.K.V.Ramanathan
Vice - President,
Primax Foundation, Bangalore.

[Signature]

2. *B. RAMMYA*
PG. Coordinator, VET First Grade College

B. Rammya

3. *Shilpa R.*
IDAC, Coordinator.



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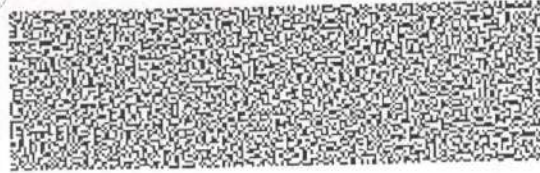
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Government of Karnataka

Rs. 100

e-Stamp

Certificate No.	: IN-KA32453762396848R
Certificate Issued Date	: 20-Jun-2019 12:13 PM
Account Reference	: NONACC (BK)/ kaapxbk09/ J P NAGAR/ KA-BN
Unique Doc. Reference	: SUBIN-KAKAAPXBK0992678040518039R
Purchased by	: VET FIRST GRADE COLLEGE
Description of Document	: Article 5(J) Agreement (In any other cases)
Property Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VET FIRST GRADE COLLEGE
Second Party	: EMPOVER HR SOLUTIONS PVT LTD
Stamp Duty Paid By	: VET FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is executed on this the 20 day of June – 2019
BY AND BETWEEN

V.E.T. FIRST GRADE COLLEGE, #18, 14th Main, 2nd Phase J.P. Nagar, Bengaluru – 560078,
Karnataka State India (hereinafter named party 1)

AND

EMPOVER HR SOLUTIONS Pvt. Ltd., situated at Subasri Nivas, 13 & 14 R R Meadows
Apartment Road, Uttarahalli, Bangalore 560061, Karnataka, India (hereinafter named party 2)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Party 1 represented by VET FIRST GRADE COLLEGE, in the capacity of **Principal & Academic Director Dr. R. Parvathi, 080-26586808**

Party 2 is represented by **Dr .S. Chandrasekar**, in the capacity of **Managing Director 9844511954**

The two parties mutually agree upon and place on record their signature on this document with their full conscious understanding and acceptance in the matters mentioned as below:

Party 1 shall support and collaboration to party 2 in matters pertaining and related to:

1. Provide support by specifying the requirements identified and communicate the same to the party 2
2. Offer party 2 to deliver custom management programs at cost mutually agreed upon between both the parties.
3. Offer State of Art infrastructure such as conference hall, board room, computer lab, class room facilities, wi-fi and enough space for the professional use at no cost to party 2

Party 2 shall provide support and collaboration to party 1 to matters pertaining and related to:

1. Participate in the academic/non-Academic Curriculum development by participating in the board of studies (where Applicable)
2. To collaborate in the overall development of the students by providing inputs through Special Lecture, Training Programs and Workshops as in Annexure 1 attached to this MoU to enhance the employability skills of the students
3. Collaborate on initiatives for betterment of the management and commerce students

Further (a) Both parties mutually decide scope of initiatives and reserve the rights to not take up a specific initiative and (b) in case any initiative has more than reasonable cost-implications, will mutually decide way forward. Based on this MoU, both parties agree to collaborate and support on the above matters until at least one of the parties feel that the expectations aren't met and intimated via e-mail or a letter to the either party's notice.

Effective Date & Signature

This MOU shall be effective upon the Signature of the authorized official of the Parties. It shall be in force from 20th June – 2019 to 20th – June 2024

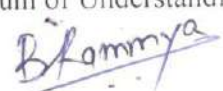
Signatures and Date


Dr. R. Parvathi
VET First Grade College
Principal & Academic Director

V.E.T. FIRST GRADE COLLEGE

J.P. Nagar, Bangalore - 560 078

This Memorandum of Understanding is signed in the presence of

1. Name: 
Address:


Dr. S.Chandrasekar
Empover HR Solutions Pvt. Ltd
Managing Director



2. Name:
Address:

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಟೀಕು



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

MUTUAL NON-DISCLOSURE AGREEMENT

Total stamp duty paid Rs.

This Mutual Non-Disclosure Agreement (hereinafter the "Agreement") is made and entered into as of this Thursday of month in the year (19/07/2018) also referred to as the 'Effective Date'.

BETWEEN:

Vasavi Educational Trust Group of Institution, a Trust in Bengaluru, No 18, 14th Main Rd, 2nd Phase, J P Nagar, Bengaluru, Karnataka 560078 (hereinafter referred to as ["Institution"], which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns of the ONE PART);

AND:

CODIGO TECHNOLOGIES (OPC) PVT LTD, a company incorporated under the Companies Act, 2013 having its registered office at WeWork India Management Private Limited, 9th Floor, RMZ Latitude Commercial, Bellary Rd, Hebbal, Near Godrej Apt, Bengaluru, KA, 560024 (hereinafter referred to as "Company", which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, successors-in-interest and permitted assigns of the OTHER PART);

Both the Institute and Company may each be referred to individually as a 'Party' and collectively as 'the Parties'

RECITALS:

A. WHEREAS the Company is desirous of collaborating with Vasavi Educational Trust Group of Institution and its researchers and to explore a possible collaborative relationship for data collection of students, faculties, and college administrators, etc.

B. WHEREAS in connection with the Purpose and even for initial feasibility studies, each of the Parties may exchange or disclose certain proprietary and/or confidential information, material, documents, etc. (hereinafter referred to as "Proprietary and/or Confidential Information" as described in Clause 1 hereinbelow) to the Other Party;

C. WHEREAS both Parties are desirous of protecting their Proprietary and/or Confidential Information disclosed, and both Parties wish to agree to the terms and conditions of use, disclosure, protection, etc. of the Proprietary or Confidential Information and the rules governing the same by means of this Agreement;

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of confidential information, the Parties hereto agree as follows:

1) **CONFIDENTIAL INFORMATION**

a. For purposes of this Agreement, the Party receiving Confidential and Proprietary Information and such Party's Affiliates, as applicable, shall be referred to as the "Receiving Party" and the Party providing the Confidential and Proprietary Information, and such Party's Affiliates, as applicable will be referred to as the "Disclosing Party".

b. For the purpose of this Agreement all information provided by the Disclosing Party that is disclosed to the Receiving Party or to which the Receiving Party obtains access, for the Purpose, shall be presumed to be "Confidential Information" and shall mean and include any or all information whether identified or not and disclosed either in written or oral format by the Disclosing Party to the Receiving Party directly or indirectly and shall without limitation, include, specifications, computer software, data and know-how, copyrightable materials, programs, process techniques, formulae, inventions, marketing plans, strategies, business, financial, any or all intellectual property rights, product development plans, marketing, sales leads and work in progress; engineering, technical, manufacturing, service, commercial, client, customer, financial and personnel information relating to present and future business; and all nonpublic information furnished, disclosed, or transmitted, regardless of form .. Confidential Information also includes such information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2) **SUBJECT MATTER**

The Confidential Information contemplated for disclosure under this Agreement includes but is not limited to the following:

The Subject Matter of the Confidential Information to be disclosed:

(a) by the Dr. Parvathi R. is: Student data, Staff data & curriculum

and

(b) by the Company is Guarantee not to disclose the student and faculty information collected from institution to any third party.

3) **EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Notwithstanding anything to the contrary, Confidential Information of a Party shall not include any information, which the Receiving Party can demonstrate:

- a. is at the time of disclosure, in the public domain (e.g., by publication of a patent or by any other means) or later becomes part of the public domain for reasons not attributable to any unauthorized or wrongful act or omission of the Receiving Party or
- b. was in the Receiving Party's possession at the time of disclosure or is independently developed by the Receiving Party, without access/use or reference to the Disclosing



- Party's Confidential Information and where such development can be evidenced by the records of the receiving party as kept in the ordinary course of its business;
- c. is disclosed to the Receiving Party by a third party and Receiving Party was not aware that the third party had a duty of confidentiality to Disclosing Party in respect of the information;
 - d. is used or disclosed by the Receiving Party with Disclosing Party's prior written approval; or
 - e. Notwithstanding the foregoing, each Party may disclose the other party's Confidential Information to the extent required by the order of a court of competent jurisdiction, administrative agency or any other government body or by applicable laws, rules or regulations or pursuant to governmental proceedings, provided, however, that to the extent possible, each party shall give the other Party prior written notice of such disclosure and reasonably cooperates and assists the other party in its efforts to oppose or mitigate such disclosure; and

4) **USE AND MAINTENANCE OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees not to use any Confidential Information for any purpose except to or the Purpose hereunder and to evaluate and engage in discussions concerning a potential research-based relationship between the Parties hereto. Receiving Party agrees not to disclose any Confidential Information to third parties or to its employees, excepting those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated research-based relationship, provided that they are advised of the confidential nature of the Confidential Information and are under an obligation to maintain its confidentiality. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. The Receiving Party shall not reverse-engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the Disclosing Party's Confidential Information provided to the Receiving Party hereunder. The Receiving Party shall not use the Confidential Information to procure a commercial advantage over Disclosing Party.

5) **DESIGNATED REPRESENTATIVES**

Each Party designates a representative for coordinating receipt, release, and delivery of Confidential Information, which, for the Institute, will be

(a) For the Institute

SWAROOPA . K. S
Asst. Prof
VET FIRST GRADE COLLEGE
swaroopa153@gmail.com
And

(b) for the Company will be

Prashant Kumar,
Business Development Associate,
prashant@codigoworld.com
9513477696.



6) **RETURN OF CONFIDENTIAL INFORMATION:**

Any material/s, document/s or information that has/have been furnished by the Disclosing Party to the Receiving Party in connection with this Agreement shall be promptly returned by the Receiving Party, accompanied by all copies of such documentation and any derivative works thereof to the Disclosing Party, upon expiration of this Agreement or upon the Disclosing Party's written request or at the completion of the collaboration between the Parties. In case of such Confidential Information that can only be destroyed and cannot be physically handed over/returned, then the Receiving Party shall destroy their Confidential Information and issue a written certificate certifying that destruction has taken place by listing out the details thereof. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party.

7) **NO LICENSE OR OTHER RIGHTS:**

The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information except the limited entitlement to use such Confidential Information in accordance with the Purpose under this Agreement. Neither Party shall make, have made, use, assign, duplicate, apportion or sell for any purpose any product or other item using, incorporating, or deriving from any Confidential Information of the other party.

8) **NO WARRANTY:**

All Confidential Information is provided "as is". Neither Party makes any warranties, express, implied, or otherwise, regarding its accuracy, completeness or performance, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither Party shall be liable to the other hereunder for amounts representing alleged loss of profits, loss of business, direct or indirect or consequential loss or damages to the other Party in connection with the provision or use of Information hereunder, except in cases which constitutes a breach of this Agreement. In no event shall either Party be liable to the other for punitive damages.

9) **TERM:**

This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving 30 days' notice to the other of its desire to terminate this Agreement. The terms may be extended by mutual agreement of the Parties, in writing. The obligations set forth in this Agreement shall bind the Parties for a period of three (3) years from the date of termination of this Agreement. Upon expiry or earlier termination, both Parties shall take all steps as provided for in Clause 6, above.

10) **REMEDIES:**

The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

11) NO OBLIGATION:

Nothing herein shall a) obligate either Party to proceed with any transaction, whether contemplated or not, between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement, if any, and to also cease further disclosures, communications or other activities under this Agreement upon written notice to the other Party b) preclude either Party from engaging in discussions with any third Party(ies) regarding the Purpose, provided that the terms of this Agreement are strictly complied with during such discussions.

12) APPLICABLE LAW

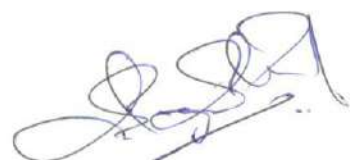
This Agreement shall be construed, interpreted, and governed by the laws of India and shall be subject to the jurisdiction of the Courts in Bangalore.

13) SURVIVAL OF AGREEMENT

The Parties acknowledge and agree that the undertakings given about the Confidential Information shall survive the termination of this or any other Agreement between the Parties and shall continue to be in force in accordance with Clause 9 above, until such Confidential Information becomes public knowledge other than by breach of this Agreement.

14) MISCELLANEOUS

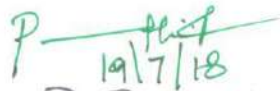
- (a) This document contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions.
- (b) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.
- (c) This Agreement shall not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.
- (d) The rights of the Parties under this Agreement shall not be assigned or transferred to any third person/s without the express prior written consent of the other Party.
- (e) Each Representative signing this Agreement warrants that he/she is authorized to sign for and bind the Organization he/she is representing.
- (f) This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties. The spirit of mutual trust and confidence shall be the underlying principle of this undertaking and the Parties agree to adhere thereto.
- (g) This Agreement may be executed in 2 (two) counterparts, each of which shall be an original and with each Party in possession of one such original, but both together shall constitute one instrument.



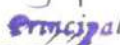
IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Vasavi Educational Trust Group of Institution

By its authorized signatory

Signature: 
Name: DR. R. PARVATHI

Title/Designation: ACADEMIC DIRECTOR & PRINCIPAL

Seal: 

V.E.T. FIRST GRADE COLLEGE

J.P. Nagar, Bangalore - 560 078

WITNESSES:

Signature: 

Name: BHARATHI P.S.
HOD/B.SC-FAD

Address:

V.E.T. FIRST GRADE COLLEGE,
#18, 2nd phase, J.P. Nagar,
Bangalore - 560078

Title/Designation:

HEAD OF DEPARTMENT
B.Sc - FAD

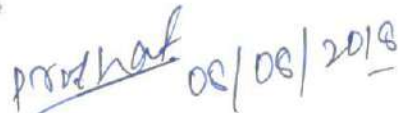
Codigo Technologies (OPC) Pvt Ltd

By its authorized signatory

Signature: 
Name: For Codigo Technologies (OPC) Pvt. Ltd.

Title/Designation: 

Seal: 

Signature: 
Name: PRAJANT KUMAR
Address: 121c Work India Management
Pvt. Ltd. 9th floor Room 2 Corridor
- 1st Bellary Rd. Hubballi.
Bangalore - 560024.

Title/Designation:

Business Development
Associate.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಮೊ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document
Memorandum Understanding

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution
ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ
Paid Stamp
Date: 10/04/2018
This Memorandum Understanding is between two parties, VET Group of Institution-VET First Grade College, VET BVL Polytechnic, VET Manandi Composite PU College, VET School-JP Nagar, VET School-V.V. Puram, VET Belgodu Nursery School, VET Little Campus Pre-School between The Martial Arts Trust (R) sets for the terms and understanding between the partners.

Vasavi Educational Trust

Mission of the Trust

To establish Institutions for all sections of the society, to impart quality education, both technical and general to meet the needs of the society and prepare the students to be useful citizens of the country

VET Trust (Vasavi Educational Trust) Came into existence under the dynamic leadership of B. V. RathnaiahSetty, the Founder of President of the Trust in the year 1979. His visionary, innovative and progressive ideals motivated like minded people from various field to join hands with him to put forward to provide quality education. The goal of VET is to provide quality education and enrichment of our cultural heritage, to the students from all walks of life.

The activities of the trust began in late 70's by starting VET Nursery and primary school at Visveshwarapuram with just 8 students is enshrined in the Trust's success story of the last 3 decades. The trust has completed more than 3 decades of glorious service in the field of education. Over the years, the Trust has achieved considerable growth by establishing Nursery, primary & High schools, PU College, Polytechnic and First Grade College at J.P. Nagar and full fledged school up to 10th standard at visveshwarapuram. Thus a child joining VET Institutions at the age of 3 years can now aspire to come out as graduate or a diploma holder with full confidence and preparedness to face the challenges of life, ready for employment.

The VET School, Colleges and the Polytechnic, Campus situated at situated at South Bangalore with its beautifully landscaped building and open spaces is widely acknowledged as one of the most beautiful in the Bangalore City. Campus is provided with good infrastructure, well equipped laboratories, adequately stacked library, excellent dedicated faculty further supplement the infrastructure. The percentages of passes in various public examinations have been consistently good and the students of the school have secured positions among the top twenty ranks in SSLC examinations. VET PU College is graded 'A' by the PU board and VET First Grade College is accredited with 'B' Grade 2.72 CGPA by NAAC. An educational

institution's success rests on the accomplishments of its students towards which, every effort is focused at Vasavi Educational Trust.

It will be our pleasure to have you with us, in our endeavors in this direction.

Profile of Dr. Praveen Ranks,

KyoshiDr.PraveenRanka is a man that stands tall.

He believes in the traditional methods of martial arts, but is able to wield the ethos of this sport into contemporary life.

Born in Bangalore in 1961 in a business family, he has been training in martial arts since the age 14 under the Budokai Karate School and achieved Black Belt. The first in the State of Karnataka.

After this initial training, to further hone his skills he trained under the great pioneer of karate

Late Dr.R.V.T.Mani and other illustrious teachers of martial arts both national and international.

He seems to embody the martial art principle that learning is an everyday process and cannot be taken for granted.

Dr.Praveen Ranka more importantly has been working for the emancipation of Karate-Do by increasing the visibility of the sport through his programmes of introducing the martial art - Karate- Do into the curriculum of schools in Bangalore, also inviting international experts for demonstrations, acting as a faculty and also by organizing numerous state, national and international Championships and tournaments.

He has been working hard towards spreading the message that a martial art is not only about improving of physical Skills and techniques but also that it addresses areas of self-control, meditation and concentration. These tools could enable a person to learn about his/her inner self. Thus his teaching is that karate-Do eventually becomes a way of life.

Vision of The Martial Arts Trust (R)

KyoshiDr.PraveenRanka can be summed up in his own words that "He works more on the forming of character.

Karate -Do seems his way of doing so. He also aims to have his own school which is fulfilled in the year 2015 i.e **Palestra** , with all the modern equipment that will be a temple to teach each and every person the noble art of Martial Arts for a good Purpose.

Among other training programmes that KyoshiDr.PraveenRanka conducts, he has a special training programme for the police force of the state, he uses karate as a means of self-defense and also holistic elements of it to assist them in their daily situations and anxieties. In these police workshops the trainees are taught hand-to-hand combat, street survival techniques and unarmed combat, this is just one of the many training programmes that he conducts in collaboration with the Governments of Karnataka. These efforts of KyoshiDr.PraveenRanka have not gone unnoticed with him being awarded the service Excellence Award for Sports in February 2005 by the Rotary Central Bangalore. He has also learnt yoqa(Zen), thus combining Indian teachings with their Eastern Counterpart and therefore he seems to lead a very balance life.

Zen Approach

Dr.Praveen Ranka has been contemporizing Karate -Do, making people understand that it is a good means to defend oneself.

He has been introduction it to common public through various self-defenses camps, and these camps are well – attended with students ranging from six to sixty.

Depending on the group, he takes traditional methods and then teaches to adapt them to everyday situations.

For women, his focus has been self-defense and these workshops help them to be more confident and also teach those ways of using the weak spots in their attacker's body to overpower them.

Dr.PraveenRanka has been promoting the art form as both a sport and a great way to keep in good health. He also holds workshops for underprivileged and poor children. These workshops are done as outreach programs and are free for these children, thus benefitting them and inducing them an interest in the martial art of Karate-Do. He believes that martial arts is applicable to all age groups. For the elderly the workshops focus on awareness, self-confidence, fitness, flexibility and also relaxation through Zen, a yogic approach to mental health and balance.

Purpose and Scope:

The purpose of this memorandum of understanding is to teach the self-defense for girls in the form of karate. The scope of this memorandum understanding is Karate is a non-weapons based martial art needed to protect girls themselves. So they made karate an open hand or fist

style fighting that would protect them. Karate is sport about self-protection, self-control, self-discipline and it gains you confidence.

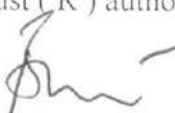
Responsibility under Memorandum:

Dr. Praveen Ranka, Chairman and Grand Master, The Martial Arts Trust (R), The responsibilities are providing self-defence karate training for girls and improve physical fitness, Higher confidence, Increase focus and discipline. MOU is effect from beginning of the academic year 2018 for five years to provide training to students of VET First Grade College, VET BVL Polytechnic, VET Manandi Composite PU College, VET School-JP Nagar, VET School-V.V. Puram.

It is mutually understood and agreed by between the parties that if required agreement can be modified or terminated under agreeable conditions automatically.

This memorandum shall be in effect upon Sign of parties Vasavi Educational Institution and The Martial Arts Trust (R) authorized officials.

Signature



President- B. R. Viswanath Setty



Hon. Secretary- Manandi. N. Suresh

Date: 10/4/18



Signature



Chairman- Dr. Praveen Ranka

Date: 10/4/18

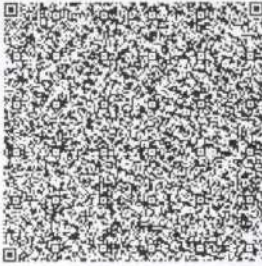


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA61266778212776Q
Certificate Issued Date	: 24-May-2018 12:03 PM
Account Reference	: NONACC (FI)/ kacrsf108/ JAYANAGAR2/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0867381518793441Q
Purchased by	: VALUEPOINT THOUGHTNET PVT LTD
Description of Document	: Article 12 Bond
Description	: PRODUCT DELIVERY SERVICE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VALUEPOINT THOUGHTNET PVT LTD
Second Party	: VASAVI EDUCATION TRUST
Stamp Duty Paid By	: VALUEPOINT THOUGHTNET PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Authorized Signatory
The Karnataka State Registration & Stamps Department
Jointed & Jointed Cooperative Housing Society
Jayanagar Branch

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

SOFTWARE AS A SERVICE (SAAS) CLIENT APPLICATION LICENSE AGREEMENT

This Agreement is made by and between Valuepoint Thoughtnet Pvt Ltd. (hereinafter referred to as VPTN) a company incorporated in India and having its office at No.202, 2nd Floor, "Brigade Corner", Yediyur Circle, 7th Block, Jayanagar, Bengaluru-560 082., INDIA

AND

Vasavi Educational Trust, (hereinafter referred to as client) an Educational Institution in India having its office at No.18, 14th main, 2nd Phase, JP Nagar, Bengaluru - 560078.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement and an Order Form attached, shall be hereinafter collectively referred to as the "Agreement.". This agreement sets forth the scope of services delivered through our product platform named as PUPILPOD/K12OS, and terms and conditions for the features subscribed and for the duration mentioned in the attached order form with the number VPTN-VET/2018-19

1. Use of Software and Limitation of License

1.1 VPTN grants client a license to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. VPTN will host the Service. VPTN reserves the right to make changes and update to the functionality and/or documentation of the Service from time to time.

1.2 Client is licensed during the Term to display, and print the PUPILPOD/K12OS Content and to permit Users to access it only in connection with use of the Service. No other use of VPTN Content is permitted.

1.3 Client will not have any software component installed in their premises. All software will be hosted by VPTN and client is entitled to use the software for the period mentioned in the Order Form.

1.4 VPTN will deploy the PUPILPOD/K12OS Platform on a hosted environment and it will be accessible through existing website or micro site of PUPILPOD/K12OS.

1.5 Client will have access to a minimum of features mentioned in the Order Form. As a good will gesture VPTN may provide additional features without having the client to pay additional charges.

2. Appropriate Use of the Service

2.1 While Users may be any persons that client authorizes to use the Service for its business, including, but not limited to, client's employees and contractors, client may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without VPTN's prior written consent.

2.2 Client agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Client will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, VPTN may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the VPTN website; client and client's Users will be bound by any such rules. VPTN reserves the right to remove any client's data that constitutes Objectionable Matter or violates any VPTN rules regarding appropriate use, but is not obligated to do so. Client and client's users will comply with all applicable laws regarding client data, use of the Service and the VPTN Content, including laws involving private data and any applicable export controls. VPTN reserves the right to terminate this Agreement for cause in case the client materially breaches the provisions of this Section 2.

2.3 VPTN reserves the right to suspend or terminate immediately any client or user account or activity that is disrupting or causing harm to VPTN's computers, systems or infrastructure or to other parties, or is in violation of state or central laws regarding "spam," including, without limitation, Information Technology Act 2000. Any such spamming activity by client will be a material breach of this Agreement.

3. Passwords and Access

3.1 Client is responsible for all activities that occur under client's user accounts. Client is responsible for maintaining the security and confidentiality of all User usernames and passwords. Client agrees to notify VPTN immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

4. Client Data

4.1 All client data submitted by client to VPTN, whether posted by client or by users, will remain the sole property of client to the full extent provided by law.

4.2 Client will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all client data.

4.3 VPTN will not use the client's data for any purpose other than to provide the service to client and for statistical reporting purposes. All the course material created in the system will be the property of Client and will not be transferred to any third parties during or after the period of contract. VPTN may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of VPTN.

4.4 VPTN will use commercially reasonable security measures to protect client data against unauthorized disclosure or use.

4.5 VPTN will take a backup of the full system on a daily basis and keep this data securely in redundant media in different physical places. On a quarterly basis during the Term, VPTN will make one backup of the then current client data available to the client on a CD/DVD in VPTN's standard format such as XLS, CSV and PDF formats.

5. RIGHTS AND OWNERSHIP

5.1 VPTN and its suppliers retain all rights in the Service and VPTN Content. This Agreement grants no ownership rights to client. No license is granted to client except as to use of the Service as expressly stated herein. The VPTN name, the VPTN logo, and the product names associated with the Service are trademarks of VPTN, and they may not be used without VPTN's prior written consent.

6. Restrictions on Use of the Software and Service

6.1 Client may not alter, resell or sublicense the Service or provide it as a service bureau. Client agrees not to reverse engineer the Service or its software or other technology. Client will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service

or the VPTN Content or (iv) copy any features, functions or graphics of the Service or the VPTN Content. Client will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service and/or the VPTN Content except as expressly permitted in this Agreement is prohibited.

7. Service Level Warranty

7.1 VPTN warrants during the Term of this Agreement that the Service will meet the applicable service levels

7.2 VPTN will provide email, web-based and help desk based support to the client. In addition VPTN will provide a single-point contact to escalate issues.

7.3 Upon raising a support issue VPTN will create a ticket and will respond to the client within 24 hours of raising the ticket.

7.4 VPTN will provide training to the users of the system at the client premises.

7.5 Except for routine maintenance and unforeseen outages PUPILPOD/K12OS Platform will be available at all the times. Any scheduled downtimes will be intimated in advance as soon as it is scheduled.

8. Customization

8.1 VPTN will provide the customizations specific to the client as agreed in the proposal. These customizations are agreed upon during the sales negotiations and are tied to the price determined per this agreement. Any new customization requested by the client during the term of the services will be taken up as a independent Work order and VPTN will have the right to accept or reject the request. VPTN may revise the price upon fulfilling the request and will re-enter into another agreement.

8.2 VPTN considers the customizations to be part of the product offering and not as separate professional services order. VPTN will retain all rights on the customizations and will provide no rights to the client.

9. Exclusions

9.1 PUPILPOD/K12OS platform is designed to be used by the end users of the client. VPTN will not be responsible for any data entry once the system is setup for the client. However as a goodwill gesture, VPTN will enable the client to do data entry on Premises or on off Premises Model through minimal agreed prices mentioned in the order form.

9.2 VPTN is not responsible for any content to be published by the client.

10. Termination

10.1 Either party will be entitled to terminate this arrangement arrived at between the parties as set out herein, without cause at any time by serving of a ninety (90) days notice in writing to the client/VPTN.

10.2 Upon termination of the Services VPTN will provide the database of the client in a CD/DVD Media within 30 days of termination.

10.3 Upon termination client will have no access to PUPILPOD/K12OS platform. In good spirit, VPTN will provide the necessary knowledge transfer to the new vendor. VPTN will not spend more than 10 man days of total effort towards the knowledge transfer.

11. Limitation of Liability

11.1 VPTN will not be liable for any indirect, or incidental or consequential damages of any type, including lost profits, or lost data, arising out of or in connection with this Agreement or the services, even if it has been advised by THOUGHTNET of the possibility of the damage and even if VPTN asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. The total liability of VPTN shall not exceed the amount paid to VPTN under this Agreement during the immediate 3 months period preceding the date of any such claim.

12. Confidentiality

12.1 Both parties shall maintain the confidentiality of the existence and Terms of this Contract, Commercial Terms, and documents received under this Agreement. Either party shall not share this information without expressed written-consent from the other party. In particular, neither party shall use each other's name, logo, trademark, or any other symbol or design without the prior written permission of other party.

12.2 VPTN will not use or disclose client data for any purpose outside of the services.

SERVICE LEVEL AGREEMENT

This document outlines the service level agreement for Vasavi Educational Trust, Bangalore provisioned with Services of PUPILPOD/K12OS provided by VPTN. VPTN will provide support and services to the client at any point of time between 9AM to 5PM on all working days.

13.1 Service Level Agreement

This document contains the Service Level Agreement of VPTN for subscription of PUPILPOD/K12OS by the Users. Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

13.2 SLA Objective

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Services of PUPILPOD/K12OS provided by VPTN as per agreed PUPILPOD/K12OS modules expressly as an addendum to the Terms of Service ("TOS") for each customer/client/consumer/domain/administrator/end user/user ("USER"). VPTN is committed to providing a highly available and secure service to support its USERS. Providing the

USER with consistent access to PUPILPOD/K12OS Services is a high priority for VPTN and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of PUPILPOD/K12OS services infrastructure. The overall service availability metric is 99.95%, measured on a monthly basis.

13.3 Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

13.4 Available or Availability

When the USER who's account is active and enabled has reasonable access to the PUPILPOD/K12OS Services provided by VPTN, subject to the exclusions defined in Downtime Minutes below.

13.5 Access Time

24/7 till the last day of Contract as per Work Order

13.6 Maintenance Time

The time period during which the PUPILPOD/K12OS Service may not be Available each month so that VPTN can perform routine maintenance to maximize performance, is on an as needed basis.

13.7 Downtime

The total number of Hours that the USER cannot access the PUPILPOD/K12OS Service. The calculation of Downtime hours excludes time that the USER is unable to access the PUPILPOD/K12OS Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions
- (i) Anything outside of the direct control of VPTN's PUPILPOD/K12OS Services

13.8 Problem Response Time

The time period after VPTN's confirmation of the Service event, from receipt of the information required from the USER for VPTN's PUPILPOD/K12OS Support Team to begin resolution and open a trouble ticket in VPTN Internal process systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, VPTN shall use a reasonable method to provide USER with a progress update.

13.9 Maintenance Notices

VPTN will communicate the date and time that it intends to make the PUPILPOD/K12OS Services un-Available via an email at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where VPTN needs to interrupt the

PUPILPOD/K12OS Services without notice in order to protect the integrity of the PUPILPOD/K12OS Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions

13.10 Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to on the User portal site or may be an email be sent soon before or after or during the change.

13.11 Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

13.12 Planned Maintenance

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to VPTN, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

14 USER Responsibilities

14.1 Minimum Requirements

The required configurations USER must have to access the PUPILPOD/K12OS Services include:

- Internet connection with adequate bandwidth
- Internet Browser with Flash player installed

14.2 PUPILPOD/K12OS Services Portal

The PUPILPOD/K12OS Services portal is provided to all USERS enabled with PUPILPOD/K12OS Services from VPTN, therefore the USER can manage their own account and services. The USER should use discretion when granting administrative privileges within PUPILPOD/K12OS Portal. For liability purposes The Support Team is not permitted to access nor perform tasks via the USER Control access. SMS services are billable beyond allocated SMS count as per the work order by VPTN. VPTN is not responsible for downtime related to User side downtime issues. VPTN is not responsible for any negligence where a user granted rights to the PUPILPOD/K12OS portal is disabled/deleted by a User. Please note that in the case of negligence, VPTN may/may not have the ability to restore data as data restoration is reserved for disaster recovery purposes. If data is lost due to negligence and it is determined that the data or a fraction of the data can be restored by using professional service.

15.0 Service Levels

15.1 Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the PUPILPOD/K12OS Services upon the later of (a) completion of the "stabilization period," as such term is defined in the Statement of Work (if any), or (b) (30) days from the provisioning of PUPILPOD/K12OS Services.

15.2 Measurement

VPTN uses a proprietary system to measure whether the PUPILPOD/K12OS Services are Available and the USER agree that this system will be the sole basis for resolution of any dispute that may arise between the USER and VPTN regarding this Service Level Agreement.

15.3 Problem Response Time

Severity	Description	Initial Response time	Expected customer response	VPTN Internal
Sev. 1	Critical business impact Customer cannot perform some business activity and there are no work arounds. Ex: Website is not reachable / Cannot send SMS /	Within Two hour	SPOC to immediately acknowledge / update the status of the issue to customer through email.	Escalate to Engg. and get the relevant persons engaged. Notify account manager
Sev. 2	Significant Business Impact A critical problem with a major feature not working or seriously impaired, but either a temporary workaround exists or operations can continue in a restricted fashion. Ex: Cannot target SMS – but can send individual / Report not working – can send report from backend.	Within 4 hours	SPOC to acknowledge / update the status of the issue to Customer through email.	Escalate to Engg. & get the relevant persons engaged. Notify account manager
Sev. 3	Minimal Business Impact Product features unavailable but a workaround exists and the majority of functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid.	Within 1 business day	SPOC to acknowledge / update the status of the issue to Customer through email.	Report to account manager.

	Customer's work has minor loss of operational functionality. Ex: Reports are taking too long			
Sev. 4	Nominal Business Impact Minor problem or question that does not affect the functionality such as How to, documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.	Within 1 business day	SPOC to acknowledge / update the status of the issue to Customer through email.	Report to account manager.

15.4 Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that VPTN fails to meet the Service level metrics set forth above are as follows:

15.5 To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) USER account must be in good standing with all invoices paid and up to date

The USER must notify VPTN in writing within (1) one business days by opening a support ticket and providing the following details:

- List the type of PUPILPOD/K12OS Service that was affected
- List the date the Downtime Minutes occurred
- List user(s) Display Name and E-mail address affected by Downtime Minutes
- List an estimate of the amount of actual Downtime Minutes/Hours/Days
- Ticket number of the documented event (if any)

VPTN will confirm the information provided in the Ticket reply within One(1) business days of receipt of the Ticket. If VPTN cannot confirm the Downtime Minutes/hours, then the USER and VPTN agree to refer the matter to executives at each company for resolution.

Other Exhibits to this Service Level Agreement may be available for PUPILPOD/K12OS Services provided by VPTN Eg. Payment terms etc... The SLA Exhibits must be agreed to as per the defined Service Level Agreement prior to executing use of the PUPILPOD/K12OS Services.

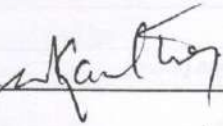
16. Applicable Law and Jurisdiction

16.1 This arrangement will be governed in all respects by the Laws of India and Courts in Bangalore shall have jurisdiction to try and adjudicate any dispute arising hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the authorized representatives on the day and year first above written.

VALUEPOINT THOUGHTNET PVT LTD

VASAVI EDUCATIONAL TRUST

By: 

(Authorized Signatory)

Date:

Place: Bangalore



By: 

(Authorised Signatory)

Date:

Place: Bangalore





PUPILPOD/K12OS ORDER FORM

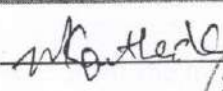
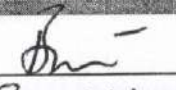
Effective Date	01.04.2018 to 31.03.2021	Order Reference No.	VPTN-VET/2018-19						
Company Name	Vasavi Educational Trust								
Registered Address	No.18, 14 th main, 2 nd Phase, JP Nagar, Bengaluru - 560078	Phone	080 2664 0562	Fax	-NA-				
Billing Address	No.18, 14 th main, 2 nd Phase, JP Nagar, Bengaluru - 560078	Phone	080 2664 0562	Fax	-NA-				
Type of Institution	K12	K12 CBSE	K12 ICSE	K12 State	Pre-School	Pre-University	Vocational Training	Higher Education	All
Primary Contact	Manandi N Suresh		Designation	Hon. Secretary		Department	Management		
E-Mail	manandisuresh@yahoo.com		Telephone	080 - 26506286		Mobile	9845048332		
Secondary Contact	-NA-		Designation	-NA-		Department	-NA-		
E-Mail	-NA-		Telephone	-NA-		Mobile	-NA-		

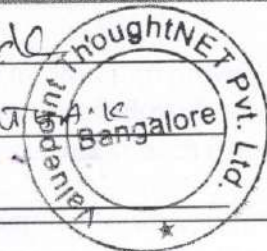
PRODUCT / SERVICE DESCRIPTION

Modules / Features / Technical Specifications	Customizations (if any)
Admission Management Student Information Management Staff Information Management Curriculum and Examination Management Attendance Management Fees Management with Tally Integration Library Management Interaction using SMS Reports	-NA-

Subject to the Terms of Service, the Customer agrees to pay the service charges based on the following tariffs to Valuepoint Thoughtnet Pvt Ltd.

Item	Per	Frequency	Tariff
Service Activation		One time	Nil
Service Subscription		Yearly	Rs. 3,00,000
SMS Bundle : 200 SMS	Student	Yearly	Rs. 0
Additional Per SMS Charges	SMS		Rs. 0.16
Minimum Credit Limit		15 Days	
Maximum Credit Limit		30 Days	
Terms & Conditions - Invoices will be raised quarterly in advance. (April, July, October and January) - Invoices will be payable within 15 days from the date of submission. Late payments are subject to a 5% late charge. - Additional SMS's will be billed on actual usage based on completion of each Month of the year. - GST and any other taxes if applicable as regulated by the Government will be added to the invoice. - Any minor customizations specific to VET operations should be done at no additional cost. - Post 3 Years 10% increment in price will be added to the invoice for an additional 3 years.			

Authorized Signatory for Valuepoint Thoughtnet Pvt Ltd	Authorized Signatory for Vasavi Educational Trust
Signature 	Signature 
NAME <u>SREEKANTH A.K.</u>	NAME <u>Manandi N Suresh</u>
DATE <u>24.12.2018</u>	DATE <u>24.12.2018</u>





सत्यमेव जयते

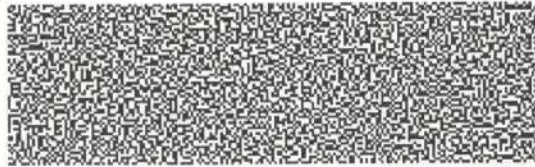
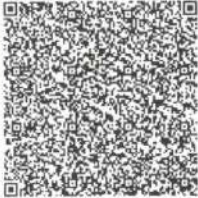
INDIA NON JUDICIAL

Government of Karnataka

Rs. 10

e-Stamp

Certificate No. : IN-KA38651429686215T
Certificate Issued Date : 04-Feb-2021 12:59 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0858401891730523T
Purchased by : VET FIRST GRADE COLLEGE
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : VET FIRST GRADE COLLEGE
Second Party : ROTARY BANGALORE SPANDANA BANGALORE
Stamp Duty Paid By : VET FIRST GRADE COLLEGE
Stamp Duty Amount(Rs.) : 10
 (Ten only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

VET FIRST GRADE COLLEGE, Bangalore

And

ROTARY SPANDANA BANGALORE

This Memorandum Of Understanding is made & executed by and between "VET First Grade College" offering Under Graduation and Post-Graduation Courses, J P Nagar Bangalore and represented by the Head of the Institution (here after referred as First Party)

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.
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 inform the Competent Authority.

And "Rotary Bangalore Spandana" No. 424, 1st Cross, 8th Main Rd, BHCS Layout, Uttarahalli Hobli, Bengaluru, Karnataka 560061 serving in the field of Community Service and service of mankind and for the betterment of the lives of the underprivileged especially in the sectors of literacy, health, sanitation & hygiene as well as self-development. (Here after referred as Second Party)

The MOU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. The purpose of MOU is to ensure optimum involvement of students and faculty of VET First Grade College, Bangalore for mutual intentions to jointly work on projects required for community welfare and to inculcate a sense of service attitude among students.

The scope of MOU includes

1. Academic Resources
2. Infrastructure Facilities
3. Teaching -Learning Aids
4. Resource Centre Facilities
5. Placement Assistance
6. Library Resources
7. Lab Resources.
8. IT Resources
9. Human Resources
10. Collaboration to conduct social events, rallies, trekking and others.

Closure of understanding

Both the parties may serve the notice of 2 months and mutually terminate the association and also both the parties have no rights to use institutional logo without the written consent of the Heads of the Organisation.

Financials

Both the parties have no financial implication on each other unless the program demands for any expenses at the mutual understanding of both the parties, either expenses can be share or borne by the individual. However, any program stated above organized is for the social benefit and not for the financial benefit.

The Common purpose of the letter of understanding is to enhance knowledge pool and augment the Existing resources for the benefit of the stake holders of the institutions. This letter of understanding is signed on Fourth day of February 2021 for the period of five years. MOU is effective from 4th February 2021 to 3rd February 2026.


Signature
Name: Gurunagun R.S.
Rotary Spandana Bangalore

Witness:1 
Witness:2


Signature
Name: Dr. R. PARVATHI
VET First Grade College
Principal
VET. FIRST GRADE COLLEGE
J.P. Nagar, Bangalore - 560 078

