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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 11th day of April, Two Thousand Twenty-Three (11/04/2023)

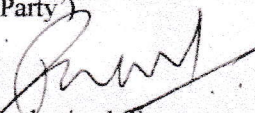
BETWEEN

Vijnan Institute of Science and Technology (VISAT), represented herein by its authorized signatory Honourable Wing Commander Pramod Nair (Retd), Director Administration (hereinafter referred to as the 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators, and assigns)

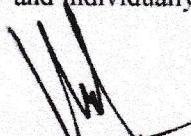
AND

Technovalley Software India Pvt Ltd, represented herein by its authorized signatory Mr. Rajesh Kumar S, Managing Director & CEO, (hereinafter referred to as the "Second Party", the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators, and assigns).

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


Authorized Signatory




Authorized Signatory

No: 10941 Date: 01.06.18

Value of ₹: 500/-

Sold to: Technovalley Software India Pvt Ltd
Edappally Bypass
Kochi - 24

K. Balachandran
Stamp Vender
Edappally



PREAMBLE:

Whereas, First Party is a Prestigious educational institute in Kerala That desires to collaborate and cooperate with an institutional partner broadly in the areas of Skill-Based Training, Education and Research

Whereas, Second Party is a Global Technology consulting company named,

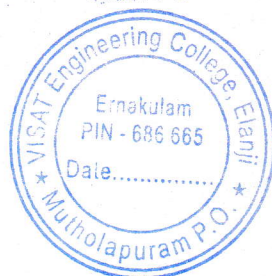
Technovalley Software India Pvt Ltd, a leading upskilling and reskilling consulting company, is committed to delivering cutting-edge cyber security programs and certifications through their major vertical, Technovalley – AKS (Advanced Knowledge Services). They partner with global companies such as OffSec, EC-Council, CompTIA, and PECB to offer industry-standard programs to their clients. In addition to cyber security, they also offer expertise in IT infrastructure, Artificial Intelligence, and Machine Learning. Technovalley's dedication to excellence and their focus on cyber security ensures that they are helping individuals and organizations stay ahead of the curve in today's ever-evolving digital landscape. It is worth mentioning that Technovalley is not promoted by any external industrial group.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

The objective of the Association between both the Parties is to help take-over Students from **Academic Standard to Industry standard, where necessary,** & Transform them to be more Employable by creating knowledge and insight on the need of skill development, Global and National career demands and Opportunities.

Whereas both **Vijnan Institute of Science and Technology (VISAT)** and **Technovalley Software India Pvt Ltd** now;

- Recognize that collaboration and co-operation between themselves to build an **Industry – Academia partnership**, will promote more effective use of each of their resources, IT/Non-IT Technology and Consulting Services and provide each of them with enhanced opportunities to abide by case by case terms set by both parties from time to time.
- **Appreciate the** intent to cooperate and focus their efforts on cooperation within area of Skill development Internship programs, IT Services, Education and Research and innovation
- **Believe** that close co-operation between the two parties would help make budding graduates from the institutions play a key role in technological upgrading, innovation and competitiveness of the industry.



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NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

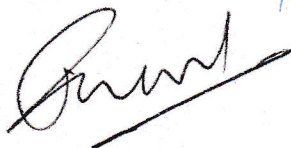
CLAUSE 1: CO-OPERATION


- a) Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- b) First Party and Second Party co-operation will facilitate the success of the training systems, keeping in mind the needs of the industry, against specific terms and conditions from time to time. Either party will not engage or employ the other party's Training resources within the contract period without written permission and no objection from the respective official signatories.
- c) The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE AND TERMS OF INTERACTIONS:

Both **Parties** shall encourage interactions between Engineers, Research Fellows, Faculty Members, Program Consultants and Students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) First party can acquire free Membership on **Technovalley Technology Club** (Industry - Academia Club). If it so wishes, to avail IT Technology Services for students and faculty on discounts or free access, as deemed appropriate, from Technovalley Software India Pvt Ltd.
- c) Both parties shall collaborate and share responsibility in organizing joint conferences, seminars, hands-on workshops, hackathons, colloquiums, and other related events in various topics including cyber security, IT infrastructure, and emerging technologies such as AI, ML, and blockchain. Technovalley-AKS being a global leader in cyber security shall take the lead in organizing events related to these areas. However, both parties shall work together to determine the specific topics, format, and agenda for such events and shall provide support and assistance to each other in organizing and promoting such events in all areas of mutual interest.
- d) Onsite Certification Model for First Party Students and Faculty at the Vijnan Institute of Science and Technology (VISAT) on a revenue Sharing Model, or Online training model and certification model, whichever is apt, with a relaxed Fee for the Students and there for Faculties for UB. Free training will also be considered.




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- e) Second Party to extend the necessary support to deliver guest lecturers to the students of First Party on the technology trends and in house requirements.
- f) First Party May receive Academy Memberships and avail Technology Services of global IT giants in association with or behalf of Technovalley discounts to the students as well as Faculty, as against the approvals and permissions received to Technovalley from them, abiding separate terms and conditions on each such partnerships with separate agreements at the first party campus.
- g) Second Party May take effort in assisting First Party and its students on skill acquisition of bleeding edge technologies from top IT companies such as RedHat, VMware, Microsoft, Cyber Security global organizations such as EC council , Comptia , Offensive security , PECB, Networking and Cloud companies such as Cisco, Amazon, and other vendor programs like Python Programming, Software Testing, Networking, PHP, Artificial Intelligence, Robotics, Bigdata and Hadoop, Block Chain, Python Programming, Mean Stack, Full Stack and Machine Learning training etc. as per specific term and conditions from time to time.
- h) Second Party would accommodate students in the form of interns in such a number that it deems convenient to it for the purpose of imparting industrial internship programs on IT Technologies on slashed paid modes or for free, towards transforming the students to industry standard, employable Youth force of the country.
- i) Second Party may make use of the facilities available at First Party for Onsite IT technology Internship programs on a relaxed chargeable basis paid by the students for making them skilled.
- j) The Second Party will give valuable inputs to the First party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industry standards meaningfully.
- k) Second Party to train the Faculty of First party as a part Faculty Development Program for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available on case to case terms and conditions .
- l) Second Party shall conduct free seminars, workshops, and other similar events at the premises of the First Party. These events shall cover various topics related to IT, emerging technologies, and cybersecurity, and shall be conducted by experts from the Second Party who have a strong background in the relevant field. The content and schedule of the events shall be jointly decided by both Parties.
- m) Joint Guidance to student project/theses in the field of Programming and Non-Programming IT technology services at First party by Second Party.
- n) First Party shall have the privilege to avail webinar programs conducted by Second Party on various technologies, including but not limited to cybersecurity, AI, etc. These webinars shall be conducted exclusively for the First Party and shall be provided free of cost.
- o) First party shall permit the sharing of Students and Faculty database, if permissible within the rules governing the two parties, for its purpose to ensure that the reach of information on IT/Non-IT Internship Programs and the services offered by Second Party. However, responsibility for the safety of data during the exchange will rest on respective Heads of both parties.

[Handwritten Signature]



[Handwritten Signature]

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- p) There is no financial commitment on the part from Vijnan Institute of Science and Technology (VISAT) , the First Party got signing up MoU. If there is any financial consideration, related with the selection of any specific paid service , it will be dealt separately.

CLAUSE 3: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

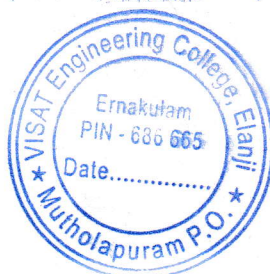
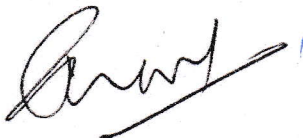
The collaborative program between **Vijnan Institute of Science and Technology (VISAT)** and **Technovalley Software India Pvt Ltd** shall be coordinated by a coordination committee appointed by the decision makers of both parties.


CLAUSE 4: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by prior notice of not less than **three months** by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue a program under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of **Technovalley Software India Pvt Ltd** and **Vijnan Institute of Science and Technology (VISAT)**.
- e) This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period M/s. Technovalley , the Second Party, as the case may be, will take effective steps for implementation of this MOU till the date of termination, with due assistance from the second party.
- f) Global certification programs offered by Technovalley have been attached as Annexure I, with name , course duration , etc. Program details can be made available by the second Party upon request.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.




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CLAUSE 6: INTELLECTUAL PROPERTY

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

CLAUSE 7: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

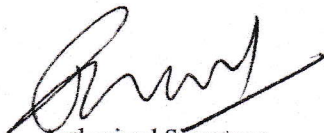
After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

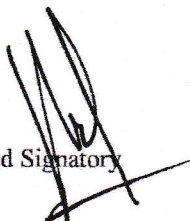
CLAUSE 8: AMENDMENTS

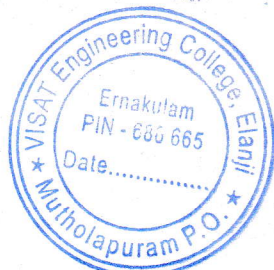
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


CLAUSE 9: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India be subject to the jurisdiction of the courts at .
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of -----
----- The venue of arbitration shall be at -----and Language of arbitration shall be English.


Authorized Signatory


Authorized Signatory

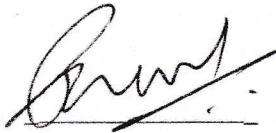



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IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For Vijnan Institute of Science and Technology (VISAT)

For Technovalley Software India Private Limited



Mr. Pramod Nair
Director, Administration



Mr. Rajesh Kumar S
Managing Director & CEO




Vijnan Institute of Science and Technology (VISAT)	M/s. Technovalley Software India Private Limited
Vijnan Institute of Science and Technology (VISAT), Vijnan Nagar, Nelloorupara, Mutholapuram Post, Elanji, Ernakulam, Kerala 686665	4th Floor, ATS Grand, opposite Highway Garden, Padivattom, Edappally, Ernakulam, Kerala 682024
Contact: 0485 - 2259999	Contact: 9745127777
e-mail: office@visat.ac.in	e-mail: info@technovalley.co.in
www.visat.in	www.technovalley.co.in

Witness 1:

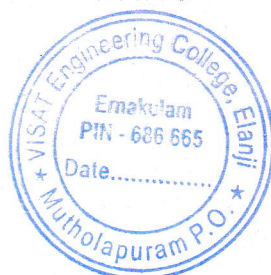
Beena Rozario


Witness 2:

Sarath G


Witness 3:

Witness 4:



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