



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Jain College of Engineering,
Belagavi**

&

**Pupilesh Peernet Pvt Ltd,
Bengaluru**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is made and entered into on this the 18th day of May 2022, by and between

Pupilesh Peernet Private Limited having its registered office at F3, Prabhavathi Comforts, Micolayout, Begur Road, Hongasandra, Bengaluru – 560 068 (hereinafter referred to as "**First Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

Jain College of Engineering, Belagavi having its head office located at 599/2, T.S. Nagar, Hunchanhatti Road, Macche, Belagavi 590014 (hereinafter referred to as "**Second Party**" or "**Institute**" which expression shall mean and include its legal heirs, administrators and permitted assigns).

(Referred to herein as "Parties" or individually as "Party")

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

(1) PROJECT AND PURPOSE

- (a) The Parties intend to investigate the prospect of working together and/or to actually work together, on giving exposure to students on Industry, career and job prospects which will be referred to as **Immersive Programs**
- (b) Students can onboard the "Pupilesh" platform and enrol for any immersive programs based on subscription, which also involves mentoring and assessments to students
- (c) The immersive Programs can also be conducted as classroom sessions in the college premises

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(d) The Immersive Programs and Mentoring has the following purpose ("the Purpose"):

Pupilesh Peernet Private Limited offers a web based online platform with current website link as <https://www.pupilesh.com> herein called as "Pupilesh platform" or "platform".

Pupilesh platform facilitates Immersive program learning and mentoring for engineering students who wish to build their career in Manufacturing and Digital Manufacturing domains

Pupilesh platform is,

- (1) an enabler for aspiring students/freshers to plan their career, learn and take informed decisions
- (2) a facilitator for corporates to hire the right talent with ease from large pool of profiles for recruitment of freshers,
- (3) Create resumes for on-campus and off-campus interviews
- (4) Peer engagement, knowledge sharing and mentoring
- (5) Colleges can register as Mentor and post the achievements and ads in building brand of the institution

(2) NON-BINDING MEMORANDUM

(a) The Parties hereby acknowledge and agree that:

- (I) The terms of this Memorandum are not intended to be legally binding except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein; and
- (II) The terms of this Memorandum are not exhaustive; and
- (III) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.
- (IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.
- (V) This Memorandum does not create any rights, obligations or duties for any Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- (VI) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.
- (VII) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this MOU or at any subsequent date.
- (VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.





(3) CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

(5) ROLES OF PARTIES

(a) **First Party: Pupilesh Peernet Private Limited** will have following obligations in relation to the Project:

- (1) Conduct Immersive Programs for 3rd Year and 4th Year Engineering students
- (2) Prepare and build confidence to kick start their career and job market
- (3) Engineering students to "Sign-Up" on the platform and subscribe the immersive programs and mentoring programs
- (4) The platform is expected to be used by pre-final and final year students.
- (5) Provide "Sign In" interface to registered students to access the platform, use "Students" related features offered by the platform to enter and manage their profile information.
- (6) Registered students to access the platform, use features offered by the platform to enable information and knowledge for career development activities, job application and diversification of industrial knowledge
- (7) Provide documented procedures on how to use the platform, as necessary.
- (8) Send notifications or emails to the Institute and students on Pupilesh updates, as and when necessary, including workshops or seminars conducted by Pupilesh.
- (9) College can "Sign-up" as Mentor and can post promotion campaigns, ads and achievements on the platform
- (10) Inform the Institute about any major planned maintenance activities and any disruptions under unforeseen circumstances.
- (11) Students learning data can be shared to the institute if required (Optional)





(b) **Second Party:** Jain College of Engineering, Belagavi will have following obligations in relation to the Project:

- (1) Ensure 100% registrations from students' community.
- (2) Encourage students to enter profile's data completely and accurately to maximize their placement and career development opportunities.
- (3) Report any issues faced while using the platform, Colleges can login as mentor to post their campaigns, posts and achievements (Optional)

(6) CONFIDENTIALITY

(a) Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on the Parties herein.

(b) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").

(c) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

(d) For the purpose of this Memorandum, Confidential Information may include but is not limited to:

- (I) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
- (II) any Personal information entered on PupileSH by users – students, institutes and alumni, other than for the purposes of recruitment and career development.
- (III) any information derived from any other information which falls within this definition of Confidential Information; and
- (IV) any copy of any Confidential Information.

but does not include information which:

- (I) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
- (II) is, or becomes, publicly available, through no fault of the Receiving Party;





- (III) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (IV) is provided to the Receiving Party by the Disclosing Party and is marked "non-Confidential"; or
- (V) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so, how far it is possible to prevent or restrict such enforced disclosure.

(e) In relation to any Confidential Information:

- (I) the Receiving Party shall keep the Confidential Information confidential and secret.
- (II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
- (III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

(f) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

(g) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(7) COMPETITION

(a) For the sake of clarity, this "Competition" clause, like the rest of this Memorandum, is not intended to be legally binding. The Parties acknowledge and agree that if they need to be protected by a binding Non-Compete Agreement, they will prepare such a binding Non-Compete Agreement separately.

(b) Each Party respectively agrees that for the period of time as set out in this clause ("the Time Period") after the Party ceases to participate in the Project, and within the geographical area as set out in this clause ("the Geographical Area"), the Party will not, either directly or indirectly, whether as an employee, partner, sole trader, manager, director, advisor, agent, representative, affiliate, consultant, shareholder, unitholder, trustee, contractor or otherwise, undertake any of the following:

- (I) engaging in a business or project which is the same as, similar to or in competition with the Project; or





- (II) soliciting, hiring, or attempting to hire any other Parties or any employees or staff that are working in connection with the Project;
- (III) soliciting any customers or clients of the Project;

(c) For the purposes of this clause, "the Time Period" means, from the date that the Party ceases to participate in the Project: 180 days

(d) For the purposes of this clause, "the Geographical Area" means: Anywhere in India.

(e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(8) INTELLECTUAL PROPERTY

(a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").

(b) For the purposes of this Memorandum, "Project Intellectual Property" includes but is not limited to:

- (I) information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and
- (II) intellectual-property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and
- (III) intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:

(A) directly, indirectly, independently or in cooperation or conjunction with another person or persons; and

(B) during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and

(C) at the location where the Party ordinarily participates in the Project, or at some other location.

- (IV) intellectual-property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and
- (V) intellectual-property that relates in any other way to the Project or any business which is developed in connection with the Project.





(11) COSTS

(a) Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

(b) First Party offers Basic, Intermediate and Advanced Subscription Plan to Students of second party. The immersive programs, mentoring and other features offered are online through platform

(c) In the event of Second Party wishes to have the programs in classroom at college premises, then the costs will be paid by college. Travelling and lodging charges will be extra.

(12) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

(13) INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

- (a) breach of this MOU by the Indemnifying Party;
- (b) breach of any representation or warranty by the Indemnifying Party.





(14) LIMITATION OF LIABILITY

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third-party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

Notwithstanding anything contained in this MOU, a Party's liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to, those arising out of or related to this MOU) with respect to claims (whether third party claims, indemnity claims or otherwise) shall not under any circumstances exceed Rs. 25,000 (Rupees twenty-five thousand only).

(15) NON-SOLICITATION

Notwithstanding any provision to the contrary, each of the Parties agree that the Parties (or any Person forming part of the Parties) shall not for a period of 180 days from the date of this MOU:

(a) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or consultant of the other Party;

(b) directly or indirectly, approach, canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind or a composite of the same or in any other manner), any employees, vendors, customer, consultant, contractor or agent of the other Party.

(16) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(17) ENTIRE AGREEMENT

This MOU along with the agreement between the Parties constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(18) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed





to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(19) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(20) DISPUTE RESOLUTION

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- (c) The arbitration proceedings shall be held in Bangalore, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- (d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- (e) The Parties further agree that subject to the above only the competent courts at Karnataka, India shall have jurisdiction in all matters arising hereunder.
- (f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.
- (g) If either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

(21) ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this MOU, the contents/provisions thereof, other information relating to this MOU, the Confidential Information or other matter of this MOU, without the prior written approval of the other Parties.

(22) NOTICES

Except as otherwise specified in this MOU, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this MOU shall be in writing and shall be deemed given when sent to the address specified in the title clause of this MOU.





Either Party may change its address for notification purposes by giving the other Party 10 (ten) days notice of the new address and the date upon which it will become effective.

(23) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS THEREOF, each of Pupilesh Peernet Pvt Ltd, Bengaluru and Jain College of Engineering, Belagavi has caused this MOU to be signed and delivered by its duly authorized representative.

Mr. Santosh Kulkarni
CEO

Pupilesh Peernet Pvt Ltd, Bengaluru



Dr. J. Shivakumar
Principle & Director

Jain College of Engineering, Belagavi

Principal & Director
Jain College of Engineering
Belagavi 590 014

WITNESS

Mrs. Renuka S. Kulkarni
Director

Pupilesh Peernet Pvt Ltd, Bengaluru

Mr. Nagaraj K. Boregowda
Chief Sales Officer

Pupilesh Peernet Pvt Ltd, Bengaluru



Dr. A. M. Shirahatti
Professor & Dean (R & D)

Jain College of Engineering, Belagavi


Dr. Kiran Lakkam

Asst. Professor & Training Officer
Jain College of Engineering, Belagavi





Annexure A: Subscription Plans for Students

 Pricing model based on Subscription	Subscriptions for Students			
	Free	Basic Plan	Intermediate Plan	Advanced Plan
Peer Engagement	✓	✓	✓	✓
Read Articles & Blogs	✓	✓	✓	✓
Apply for jobs & internships	✓	✓	✓	✓
Resume builder	✗	✓	✓	✓
Basic Immersive Programs	✗	✓	✓	✓
Core Immersive Programs	✗	✗	✓	✓
Mentoring & Assessments	✗	✗	✗	✓
3 Months Subscription	₹ 199 /3 Mo ₹ 499 /3 Mo ₹ 1299 /3 Mo			

