



MEMORANDUM OF UNDERSTANDING

BETWEEN

Jain College of Engineering

T. S. Nagar, Hunchanhatti Cross, Machhe, Belagavi, Karnataka, India 590 014

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TEQUED Labs Private Limited

No 10 3rd A cross Anjaneya Nagar BSK 3rd stage, Bengaluru, Karnataka, India 560 085

FOR

Skill Development, Outcome Based Training, Research & Development,
Conference and Workshop





MEMORANDUM OF UNDERSTANDING

This Agreement made and entered into on this TWENTY THIRD day of October 2019

between

JAIN COLLEGE OF ENGINEERING, an academic Institute affiliated to Visvesvaraya Technological University, Belagavi having its campus at T. S. Nagar, Hunchanhatti Cross, Machhe, Belagavi, Karnataka, India 590 014 (Hereinafter referred to as "JCE")

and

TEQUED LABS PRIVATE LIMITED with its Registered Office No 10, BSK 3rd Stage, Bengaluru, Karnataka, India, 560 085 (Hereinafter referred to as "TEQUED LABS")

JCE and TEQUED LABS shall be hereinafter be collectively referred to as "Parties" and individually as "Party"

Recitals

- Jain College of Engineering, Belagavi is an Institute providing education in area of Engineering, Technology, Sciences and Management.
- TEQUED LABS PRIVATE LIMITED, Bengaluru is India's Highest Rated EdTech
 Company on GOOGLE. It is an R&D Innovation Hub and educational institute which is
 focused on providing quality education on latest and cutting edge technologies to
 students and also specializing in software/ hardware Development along with
 Placement Training. The goal of the company is to promote innovation,
 entrepreneurship and increasing employability quotient thus making them Job Ready.
- The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.









NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. Scope

- a) The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between JCE and TEQUED LABS in various areas of mutual interest and benefit.
- b) The primary goals are:
 - Conducting Faculty Development Programs (FDPs): Faculty Development /
 Certification Programs are to be conducted in the JCE Campus for the Faculty
 members of the college / other colleges to get trained in technologies/domains like
 Virtual and Augmented Reality, Artificial Intelligence, Machine Learning, IOT, Data
 Science, Robotics etc.
 - Conducting Workshops/ Events/ Training Modules: Workshops/ Events /
 Training Modules are conducted in the above mentioned fields for the benefit of the Students from all the colleges.
 - Contribute towards development of curriculum: Setting Syllabus for new courses, helping in setting up labs, Providing Industry connect, etc.
 - Product Development: Support department in developing products for patenting and filing for IP.
 - Technology Foundation Courses with hands-on experiential training :
 - ✓ Programming languages like Python, R, Java, Ruby
 - ✓ Mobile Application Development
 - ✓ Internet of Things (IoT)
 - ✓ Artificial Intelligence (AI)
 - ✓ Virtual and Augmented Reality
 - ✓ Machine Learning and Deep Learning
 - ✓ Data Science
 - ✓ Internships and Project Work facilitation
 - ✓ Expert Lecture and course on need basis
 - ✓ Various programs for CIVIL and MECHANICAL Engineering students etc.









- JCE and TEQUED LABS establish a "Core Consulting Team". Both the Parties shall
 ensure that the "Core Consulting Team" comprises of appropriate personnel from both
 parties to discuss and implement the ideas. Both sides will also have Single Point of
 Contact for coordinating various activities and for administration purpose.
 - a) JCE shall be represented by the Principal.
 - b) TEQUED LABS shall be represented by Mr. Supreeth Y S, Director & CEO and Mr. Aditya S K, Director & CTO.
 - c) The Parties hereby acknowledge and agree that "Core Consulting Team" will meet at least once in three months (every quarter) to ensure successful implementation of all programs mutually agreed to in the areas mentioned in this MoU. Dates will be decided by mutual consultation.

3. Responsibilities of JCE:

- a) To provide necessary class room infrastructure for the training.
- b) To promote and make available interested students internally as desired by JCE to participate in the program.

4. Responsibilities of TEQUED LABS:

- a) To promote innovation and entrepreneurship among students.
- b) To train the students on latest, advanced and cutting edge technologies in the campus.
- c) To provide a platform for students to exhibit their innovations at regional, national and international project competitions and hackathons.
- d) To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.

5. Joint responsibilities of JCE and TEQUED LABS

JCE and TEQUED LABS jointly agree:

- a) To closely work together to bring paid Workshop/Training opportunities for students.
 The workshops will be technically supported by TEQUED LABS and JCE.
- b) If any project carried out in a joint venture leads to a potential Product/service, then incubation centre terms and conditions will be laid down by TEQUEDLABS and JCE.





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- c) In case of additional funding required, to develop expertise on consulting, JCE and TEQUED LABS put up joint project proposal for funding by government or any other agencies.
- d) To work towards success of projects and relationship fostering.
- e) To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.

6. Terms and Termination

- a) This MoU shall come in to effect from 23 October 2019, and shall remain in effect for a period of sixty (60) months. After a period of sixty months, MoU can be further extended on mutual agreement.
- b) Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.

7. Confidentiality

- a) Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all Information, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- b) The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

8. Deliverables from TEQUED LABS

- a) Unpaid Programs (Free Events)
 - Branch Specific Orientation Programs for all students from all years
 - Guest Lectures during every semester for all branches
 - Hackathons will be hosted every year
 - Project Expo to showcase final year projects Awards will be given to best projects
 - Mentorship for students taking part in national and international competitions
 - Startup Mentorship to promote Entrepreneurship









b) Lab Setup

TEQUED LABS will invest and set up Centre of Excellence / Innovation Lab.

c) Paid Workshops / Events

- TEQUED LABS will charge a nominal fee for all the workshops and Skill
 Development Programs which will be conducted for the students
- TEQUED LABS will conduct Placement Training Programs in order to enhance student's employability.

9. Deliverables from JCE

- a) A faculty coordinator from each department
- b) Classrooms / Seminar Halls to host the programs

10. Arbitration

In the event of any dispute or differences arising at any time between the Parties hereto as the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

11. Governing Law and Jurisdiction

This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.









12. Non Solicitation

JCE shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of TEQUED LABS, who is involved in the performance of its obligations under this MoU.

13. Other Programs and Contracts

TEQUED LABS will work with full force towards supporting JCE in all aspects ranging from bringing international collaborations to taking students to national and international competitions. On similar lines, JCE is requested to support TEQUED LABS by giving contracts of any other programs such as Placement Training Programs, Soft Skills Training to TEQUED LABS so that both the organizations are mutually benefitted.

- 14. Industrial Skill Development and Internship Program(1 week classroom training plus 3 weeks Industrial Project Work 4 weeks program) As per VTU Guidelines
 - a) TEQUED LABS in association with JCE will conduct "Industrial skill development and Internship program" every year by establishing Centre of Excellence / Innovation Lab in JCE.
 - b) Students from all branches of JCE and also from neighbouring colleges are eligible to attend the internship program.
 - c) FEE will be charged for the Skill Development Program and all students completing the skill development program get an internship opportunity at TEQUED LABS.
 - d) All the participating students will be receiving 2 certificates
 - Certification of Course Completion and Internship Certificate 1 month (as per VTU Guidelines)
 - All the certificates provided by TEQUED LABS are internationally verifiable.
 Unique codes will be printed on each certificate.
 - e) Top Performs and best projects shall receive awards during the classroom-training program.

15. Centre of Excellence / Innovation Lab

- a) Requirements from the Institution
 - Infrastructure Classroom / Lab / room
 - Furniture Chairs and Tables (The number can be decided by the institution)
 - Basic Electricals Fans Lights and Power Sockets









b) Roles and Responsibilities of the department / institution

- To monitor the activities of the students in the Lab.
- Maintain a logbook and make an entry when any student enters the lab and also record the purpose (project/research/competition etc).
- A faculty incharge or a Lab incharge must issue the components and see to that they are not damaged or misplaced.
- The college can impose a fine (Equivalent to the price of the component) and the replacements can be purchased through TEQUED LABS or can be ordered online.

16. Entire Understanding

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

IN WITNESS THEREOF, each of Jain College of Engineering, Belagavi and TEQUED LABS PRIVATE LIMITED, Bengaluru has caused this MoU to be signed and delivered by its duly authorized representative.

Dr. K. G. Vishwanath

Principle & Director

Jain College of Engineering, Belagavi

Principal & Director

Jain College of Engineering BELAGAVI - 590 014

WITNESS

Dr. A. M. Shirahatti

Professor

Jain College of Engineering, Belagavi

Mr. Supreeth Y S

Director & CEO

TEQUED LABS Pvt. Ltd., Bengaluru

ABS

BANGALO

Advas

Mr. Aditya S K
Director & CTO

TEQUED LABS Pvt. Ltd., Bengaluru

