



# VIGNAN'S INSTITUTE OF MANAGEMENT AND TECHNOLOGY FOR WOMEN

[Sponsored by Lavu Educational Society]

(Approved by AICTE, New Delhi & Affiliated to JNTUH, Hyderabad.)

Kondapur (V), Ghatkesar (M), Medchal - Malkajgiri (D) - 501 301 Phone: +91 96529 10002/3



### 3.5.1 Number of functional MoUs/Collaborations/ linkages related documents indicating the nature of collaboration and activities for academic year 2018-19.

S.No	Name of the MoU/ collaborations/Linkage	Purpose	Academic year
1.	Sri Gajanan E-Slates Pvt.Ltd	MoU to Conduct Technical Training Programs /Workshops/ Guest Lectures/Industrial Visit	2-8
2.	CoCubes Technologies Pvt.Ltd.	MoU to Conduct Interactive Short Term Courses /Skill Enhancing Sessions For Students	9-22
3.	Tagit Consulting	MoU for Seminars and Workshops, Guest Lectures, Training Programs	23-24
4.	Brain o vision solutions Pvt.Ltd	MoU to Conduct Technical Training Programs such as Java, Python Programming, Web Technologies, Database Concepts, Workshops and Internships	25-27
5.	FACE An IIM Graduates Enterprise	MoU for Training on Technical and Non Technical Courses	28-38



  
PRINCIPAL

Vignan's Institute of Management & Technology for Women  
Kondapur (V), Ghatkesar (M), Medchal-Malkajgiri,  
Telangana State

**MEMORANDUM  
OF  
UNDERSTANDING**

**VIGNAN'S INSTITUTE OF MANAGEMENT AND TECHNOLOGY  
FOR WOMEN**

**Ghatkesar- 501301, Telanagana**

**&**

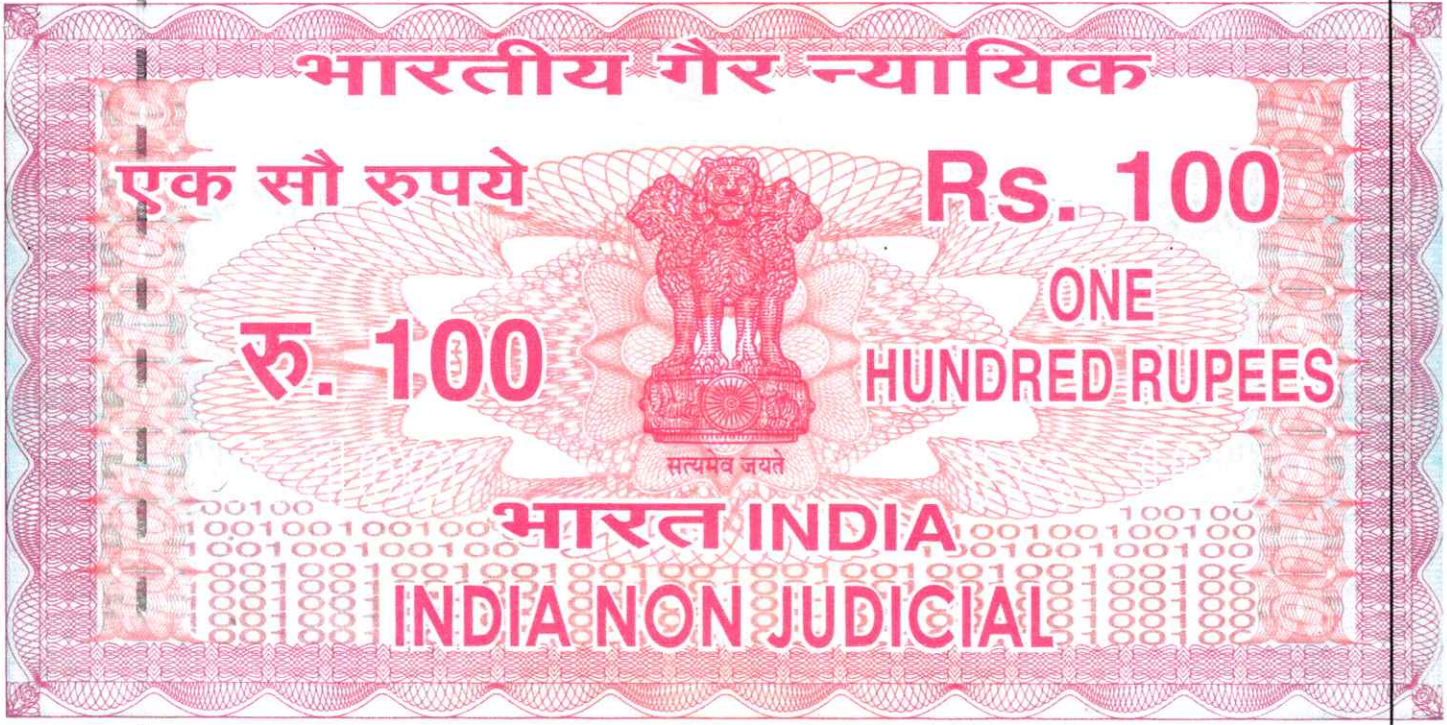
**SRI GAJANAN E-SLATES PVT LTD**

**Madhapur, Hyderabad-500081, Telangana**



*[Handwritten Signature]*  
**PRINCIPAL**  
**Vignan's Institute of Management & Technology For Women**  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State





తెలంగాణ తెలంగాణ TELANGANA

Sl No. 12143 Date 27/10/2018  
Sold to: Nagesh vattikurti  
Srl/Wfo/D/o: V.V. Subba Rao R10 Hyd  
To Whom: Mrs. Sri Gajanan E-slates Pvt Ltd, Hyd.

*L. Smitha* S 552650  
Smt L. Smitha Varma  
LICENCED STAMP VENDOR  
LIC No: 15-10-008/2018  
Plot No.527, AAA Residency,  
Guttala Begumpet, Ravindra Socie  
Kavuri Hills Serilingampally  
RANGA REDDY DIST  
PHONE NO: 9849504171

### MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of understanding is entered on 26<sup>th</sup> December 2018 between the **Vignan's Institute of Management and Technology for Women**, having its registered Office at **Ghatkesar- 501301, Telangana**, (hereinafter called "**College**" or "**First Party**" which expression shall where the context so admits include its successors and permitted assignees)

&

**Sri Gajanan E-Slates Private Limited**, sole owner of portal [www.ekalasaala.com](http://www.ekalasaala.com), a company incorporated under the Companies Act, 2013 having its corporate office at #3A, 3<sup>rd</sup> Floor, Raghuma Towers, Madhapur, Hyderabad -500081 (Telangana-India) (hereinafter called "**eKalasaala**" or "**Second Party**" which expression shall where the context so



*[Signature]*  
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admits include its successors and permitted assignees) and VMTW is registered under the Vignan's Institute of Management and Technology for Women in engineering Education in the areas of all streams of Engineering and in other areas.

Whereas eKalasaala is an emerging name in the world of Higher Education. It develops teaching aids, methodologies, content and training programs to make a disruptive change in Higher education and in furtherance of only company that offer Online Finishing School for Graduation Students under the portal [www.eKalasaala.com](http://www.eKalasaala.com). eKalasaala can be introduced as a hybrid education model helping institutions with end to end educational eco system that covers Continuous Faculty Development Program, Workshops for Students and Faculty of Higher Education and Technical Education such as Engineering and Diplomas, TOEFL, IELTS, GRE, GATE, Engineering Software Trainings, Industry Software Trainings, Communication Skills and Personality Development Skills etc.

### **RESPONSIBILITIES:-**

#### **First Party:-**

- 1) The College shall cooperate with the Company to implement the Online Finishing School and Virtual Classroom services across all the engineering students studying in the college and its subsidiary/ branches.
- 2) College takes responsibility to provide the Student Level Data to register the students and facilitate.

#### **Second Party:-**

- 1) The eKalasaala provides industry specific courses of related areas etc as decided mutually.
- 2) eKalasaala may arrange industry visit, industry expert lecture, project demonstration, and placement assistance etc for students if needed. Any additional placement programs such as Hire-Train-Deploy will have separate fee structure and doesn't come under this MOU.



  
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- 3) Since all the courses under eKalasaala.com are online in nature, there is limitation for the students to access and eKalasaala shall ensure at least 99% uptime.
- 4) eKalasaala shall bear all costs associated with the preparation, presentation, demonstration, submission of any documents etc. including cost of clarification / verifications of the claims.
- 5) The Training/ FDP/ In-House Training/ Online Training/ Workshop/ eWorkshops/ Conferences /Software Development etc shall be based on latest technology, preferably proven technology.

#### **DELIVERY:**

- 1) The mode of training will be online/ and offline when needed.
- 2) The mechanism of operations may be devised jointly later.
- 3) Programmes offered:
  - Online Finishing School
  - Internet of Things
  - AI and Machine learning
  - Engineering Software Trainings
  - Expert Lectures for FDP
  - Technology awareness workshops
  - Campus Recruitment Training
  - GATE /TOEFL/ IELTS/ GRE
  - Other relevant courses entering in the domain of CEG/eKalasaala and useful for students to build 21<sup>st</sup> century skills.

#### **CONFIDENTIALITY**

- 1) The College acknowledges that the information, data and knowledge, which derive in the course of his relationship with eKalasaala under his agreement regarding its business, are all confidential and both party agree to maintain total confidentiality of the same.



*Handwritten signature*  
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Vignans Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
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- 2) The eKalasaala agrees that, not to disclose or discuss details of their compensation package to others at any point of time.

#### **OWNERSHIP OF WORK**

- 1) During the tenure of this agreement, the intellectual rights for any work of content created/provided by eKalasaala will be reserved with Sri Gajanan E-Slates Pvt Ltd however both CEG and Institute will be allowed to use the content for academic purpose during training programs, FDPs, seminars or similar activity organized in collaboration.
- 2) All intellectual property rights used in arising in the course of performance of this agreement shall belong to and be the property of Sri Gajanan E-Slates Pvt Ltd.

#### **REVENUE SHARING PATTERN**

Total subscription amount and other details is as follows:

**SUBSCRIPTION FEE PER STUDENT PER ANNUM: Rs.1500/-**

**CERTIFICATION/ASSESSMENT FEE:** As the certification/assessment is done by CEG, Govt. of Rajasthan in the area opted by student.

Fee for certification: Rs.300/- per student  
[incl. sending electronic and hard copy to student]



  
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**Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301**  
**Telangana State**



## **VALIDITY**

The MOU shall be valid, initially for a period of 5 years, extendable by mutual consent.

## **SETTLEMENT OF DISPUTES:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning operation, effect interpretation of the Agreement or breach thereof which Parties are unable to settle mutually within 30 days from the commencement of settlement proceedings and if not settled than the same shall be referred to the court of Hyderabad.

## **TERMINATION**

This MoU may be terminated by giving a notice of one year or the conclusion of ongoing programs, whichever is later, from either side.



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**Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajiri(Dt)-501301  
Telangana State**

This memorandum which is in 7 pages is signed on 26-December-2018 and exchanged in at Hyderabad.

For **Vignan's Institute of Management and Technology for Women**, Ghatkesar-501301, Telangana (First Party)

For **Sri Gajanan E-Slates Pvt. Ltd.**, Hyderabad-500081, Telangana (Second Party)

*P. Sudhakar*

Authorized Signatory

*[Signature]* For **SRI GAJANAN E-SLATES PVT. LTD.**

Authorized Signatory **DIRECTOR**



Witness:

1. *[Signature]*  
K. VINUTHA

1. *[Signature]*  
SRI GANESH HANDE

Date: 26-12-2018

Place: Hyderabad



*[Signature]*  
**PRINCIPAL**

Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(D)-501301  
Telangana



Agreement Award



## Indian-Non Judicial Stamp Haryana Government



Date : 26/12/2018

Certificate No. G0Z2018L1755



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 42833211



Penalty : ₹ 0

(Rs. Zero Only)

### Seller / First Party Detail

Name: Cocubes Technologies Pvt Ltd

H.No/Floor : 1205/1206

Sector/Ward : 48

LandMark : Welldone tech park

City/Village : Gurgaon

District : Gurgaon

State : Harayana

Phone: 000

Others : Cocubes technologies pvt ltd



### Buyer / Second Party Detail

Name : Vignan Institute of management and Technology for women

H.No/Floor : 000

Sector/Ward : 000

LandMark : Hyderabad

City/Village: Hyderabad

District : Hyderabad

State : Telangana

Phone : 000

Others : Vignan institute of management and technology for women

Purpose : Service Agreement Between Cocubes technologies Pvt Ltd And Vignan Institute Of Management And Technology For Women

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



*[Signature]*  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V),Ghatkesar(M),Medchal-Malkajiri(Dt)-501301  
Telangana State



## SERVICE AGREEMENT

This Agreement is entered into as of **4<sup>th</sup> October, 2018** at New Delhi ("**Agreement**").

BY and BETWEEN

**CoCubes Technologies Pvt. Ltd.**, an Aon Hewitt company, registered under the Indian Companies Act 1956, having its principal place of business at 1205-1206 A/B/C Welldone Tech Park, Sector 48, Sohna Road, Gurgaon 122002 (hereinafter referred to as "**Cocubes**" which expression shall, unless repugnant to the context thereof, mean and include its affiliates, successors and assigns);

and

**Vignan's Institute of Management and Technology for Women**, having its registered office/ principal place of business situated at **Dullapally, Hyderabad** (hereinafter referred to as "**the Institute**", which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns).

CoCubes and the Institute are hereinafter referred together as "the Parties" and each individually "a Party".

### WHEREAS

1. CoCubes are engaged in the business of providing online career development services to educational institutes and its enrolled students. As part of this business, CoCubes has developed a proprietary technology platform to automate the process of engaging students. This platform enables CoCubes to connect companies, who wish to engage students, directly with the Institutes. The platform also provides guidance to the students in preparing them for employability with corporates and better career prospects
2. The Institute is a certified educational institute providing higher education facility to students in India
3. The Institute desires to engage CoCubes to provide their online career development services ("Services") and CoCubes has agreed to provide its Services to the Institute subject to the terms and conditions set out in this agreement.

### NOW THIS AGREEMENT WITNESSES:

#### 1. Definitions

- 1.1. "**Agreement**" shall mean this Agreement along with all its exhibits, schedules and annexes
- 1.2. "**CoCubes Online Platform (Platform)**" shall mean the proprietary technology platform developed by CoCubes and available at the website [www.cocubes.com](http://www.cocubes.com), on and through which the services are rendered.
- 1.3. "**Force Majeure**" shall mean and include circumstances, including acts of God, floods, riots or civil unrest, war or threat of war, acts of terrorism, or other hostilities, pandemics, governmental, legislative or regulatory authority actions, strikes, lockouts, or labor difficulties initiated by its subcontractor's employees, loss of facilities, telephone system and other utility, technological outages, equipment malfunctions or technical breakdowns, and similar occurrences beyond CoCubes' reasonable control.
- 1.4. "**Intellectual Property (IP)**" means all algorithms, apparatus, components, circuit designs and assemblies, concepts, confidential or proprietary information, trade secrets, data (including clinical data), databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulas, ideas, inventions (whether or not patentable or reduced to practice), marks (including brand and product names, logos, slogans, domain names), know-how, marketing and development plans, methods, models, procedures, processes, protocols, schematics, software codes (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, websites, works of authorship and other forms of technology.
- 1.5. "**Intellectual Property Rights (IPR)**" means all patents, any extensions of the exclusivity granted in connection with patents, patents pending, utility models, registered designs, trademarks, service



marks, applications for any of the foregoing ( including continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get up, logos, domain names and URLs, copyright, design, rights, moral rights, database rights, publication rights, all rights in and to the IP having equivalent or similar effect to any of the foregoing rights, which may exist anywhere in the world.

- 1.6. **"Services"** means the services to be performed or actually performed by CoCubes under this Agreement, as specified in a mutually agreed Statement of Work ("SOW"), which may be executed by the Parties from time to time and attached hereto as **Schedule A**. Each such SOW executed pursuant to this Agreement shall be numbered sequentially (e.g. Schedule A-1, A-2,) for purposes of identification and control.
- 1.7. **"Students"** shall mean students studying at the Institute, who have consented to their enrolment to avail the Services and who will be provided access to the Platform.
- 1.8. **"Terms and Conditions"** shall mean the website terms of use, on the basis of which the Platform can be accessed and used at [https://static.cocubes.com/document/reg\\_tc.html](https://static.cocubes.com/document/reg_tc.html).

## 2. Provision of Services

- 2.1. The Institute hereby appoints CoCubes to provide to it the Services specified in this Agreement and more fully in the SOW annexed herewith as Schedule A and CoCubes agrees to provide the Services to the Institute
- 2.2. CoCubes shall provide the following Services to the Institute for the duration of the term as specified in the given SOW:
  - i. CoCubes shall provide access to the Platform to the Institute and the Students
  - ii. CoCubes shall provide a separate log-in and password to each Student and the Institute's placement officer(s)
  - iii. CoCubes shall provide SMS enabled communication tools to the Institute to enable interaction with students. This has limited use. Please refer to the SOW to understand the limitations of this feature.
  - iv. CoCubes shall provide such additional and relate services as more fully detailed in the SOW. Any change in the SOW will be agreed to by the Parties in writing.
- 2.3. The Institute understands and acknowledges that the use of the Platform shall be subject to its Terms and Conditions, which shall prevail in all matters related to access and use of the Platform. This is available at [https://static.cocubes.com/document/reg\\_tc.html](https://static.cocubes.com/document/reg_tc.html).
- 2.4. CoCubes reserves the right to suspend performance of the Services or any part thereof or terminate this Agreement or any SOW, if the Institute fails to pay any fees and expenses when due.

## 3. The Institute's responsibilities and obligations

- 3.1. The Institute will enroll the below number of students during the Term of the Agreement. The Institute shall undertake all acts as may be necessary, including but not limited to obtaining the Student's explicit consent to availing CoCubes' Services. CoCubes shall not be required to obtain the Student's consent separately

No. of students	Batch	Degree
175	2019	B. Tech

- 3.2. All data relating to the Students shall be provided by the Institute to CoCubes in a predefined format provided by CoCubes. All Student data shall be authenticated by the Institute and thereafter provided to CoCubes. The Institute shall indemnify CoCubes in the event of any claim or demand raised against CoCubes on account of any Student data which is found to be inaccurate, false or misleading and as a consequence of which CoCubes suffers any loss.

The Institute shall provide Student data to CoCubes immediately from the Effective Date in a single file. CoCubes shall not be responsible for any loss or opportunity for those Students whose data is





incomplete. This may also result in CoCubes not being able to provide its services to the Institute to the best of its abilities, for which CoCubes will not be responsible. In the event the Institute is unable to provide the Student data within the specified time period, CoCubes will not be responsible for making the Student data available through the Platform for the Student's career development.

- 3.4. The Institute agrees that its and the Students' use of the Services and that of the Platform will, in addition to the terms set out in this Agreement, be in compliance with the Terms and Conditions available on [https://static.cocubes.com/document/reg\\_tc.html](https://static.cocubes.com/document/reg_tc.html).

#### 4. Fees and Expenses

##### 4.1. Fees

Subject to the terms and conditions of this Agreement, the Institute will pay CoCubes the fees ("Fees") as set out in the SOW as CoCubes' compensation for the Services provided by CoCubes under this Agreement. It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development and assessment offerings; the fee is not towards creating employment opportunity of any specific company. As a principal and business model, CoCubes does not charge fee in the name of any specific company.

##### 4.2. Expenses

Unless expressly provided otherwise in the Agreement or any SOW hereunder, CoCubes will be solely responsible for all expenses incurred by CoCubes or any of its employees or agents in connection with the performing of the Services or otherwise performing its obligations under this Agreement or any SOW ("Expenses").

Notwithstanding the above, the Institute shall pay all reasonable pre-approved travel and related living expenses incurred by CoCubes' personnel in performing Services for the Institute.

##### 4.3. Invoicing

- i. CoCubes shall raise one invoice per batch on the date of signing of the Agreement ("Effective Date"), provided the Institute shares the database immediately. Else the invoice will be raised on the day CoCubes receives the data and the Effective Date will be the date the invoice is raised. For other details on invoicing, refer to the SOW.
- ii. CoCubes's fees for Services is exclusive of all applicable indirect taxes, levies, duties, cesses and surcharges that are applicable now or that may hereafter be imposed on Aon's rendering of the Services or the Client's use of the Services. Any indirect tax will be charged and recovered over and above the CoCubes's fees for Services. Pursuant to the introduction of GST, in the event of any subsequent amendments, the parties would discuss and agree upon an approach which would allow for optimization of the taxes applicable under the Agreement

#### 5. Service Provider Representations, Warranties and Disclaimers

##### 5.1. Service Warranties

CoCubes represents and warrants that, during its provision of Services under a SOW and continuing through the 30-day period following completion of provision of the Services covered by a particular SOW (the "**Warranty Period**"):

- i. Services will conform to the specifications set forth in the SOW;
- ii. CoCubes will perform the Services in a professional manner conforming to generally accepted industry standards.
- iii. CoCubes has the requisite skill, experience and expertise to perform the Services
- iv. CoCubes has skilled, qualified and experienced personnel at its disposal to provide the Services

##### 5.2. Client's Exclusive Remedies for Breach of Service Warranty

On any breach by CoCubes of any of the warranties set forth above in Section 5.1, during the Warranty Period, CoCubes' sole liability, and the Institute's sole remedies therefore, will be for CoCubes to render additional Services to remedy any and all such breaches or deficiencies provided always that any expenses related to facilitate prework shall be borne by CoCubes.





### 5.3. General Warranties

CoCubes represents and warrants to the Institute that:

- i. This Agreement has been validly executed and delivered by CoCubes and that this Agreement constitutes the legal, valid and binding obligation of CoCubes enforceable against CoCubes in accordance with its terms thereof;
- ii. CoCubes has all requisite corporate power, authority, rights, licenses and permits required to enter into this Agreement and to perform and fulfill its obligations under this Agreement,
- iii. CoCubes will comply at all times with all applicable laws, rules and regulations;
- iv. The Services will not infringe the copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity.

**5.4.** CoCubes Services shall be provided to the Institute on a nonexclusive basis

**5.5.** CoCubes shall have no right or authority to make any promise, representation or warranty for or on behalf of the Institute or to enter into any agreement or otherwise bind the Institute in any manner whatsoever or to hold out as the Institute agent, without the Institute's prior written approval.

**5.6.** The Institute agrees and acknowledges that CoCubes does not conduct any background checks on the Students who have access to the Platform. CoCubes also does not verify the contents of their resume/curriculum vitae and hence does not warrant the authenticity of any Student data and information displayed on the Platform. All student related information provided to CoCubes by the Institute will be authenticated by the Institute. CoCubes shall not be held liable for inaccuracy or incorrectness of any Student information.

**5.7.** The Institute and CoCubes agree and understand that the Student data is the nonexclusive property of the Institute and CoCubes. CoCubes shall use the Student data provided by the Institute for displaying it on the Platform for online career development activities, which are a part of the Services provided by CoCubes to the Institute.

**5.8.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COCUBES DOES NOT MAKE ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN RELATION TO THE SERVICES, INCLUDING WITH LIMITATION, ANY IMPLIED WARRANTY OF FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.

### 6. Intellectual Property rights

**6.1.** "Institute Information" is defined as all non-public information, data, and materials (in whatever form or media) provided to CoCubes under this Agreement by or on behalf of the Institute. The Institute represents that the use of Institute Information contemplated in this Agreement will not infringe the privacy and/ or intellectual property rights of any third party and that the Institute has obtained all consents or authorizations of any such third party necessary for such use of Institute Information. Institute Information will remain the property of the Institute

**6.2.** "CoCubes Information" includes, but is not limited to: the CoCubes Online Platform and all rights, title, interest therein, software systems, user interfaces and screen designs; general purpose consulting and software tools; websites or web based applications through which it may perform the Services and make related information and/or other content available to the Institute including software used in the operation of the website; presentations including CoCubes' templates, standard proposals and materials and derivatives thereof; all other data, information, or material residing on 's computer servers, documentation, generalized practices, techniques, business processes, know-how and proprietary information, regardless of whether developed in connection with the Services or engagements with other CoCubes clients.

**6.3.** Nothing in this Agreement shall be construed to grant the Institute any rights in the Services or CoCubes Information, other than the right to use the Platform for access to the Services in the manner specified in this Agreement.

**6.4.** The parties agree that while the Student data, accumulated by CoCubes in the course of the provision of Services, belongs to the individual Student who turn authorizes the Institute to share it with a third party towards improving the Student's chances of employability, the analysis





generated from such Student data so accumulated belongs to CoCubes. CoCubes shall have the right to permit its clients to use the processed Student data as part of the CoCubes service offerings to its clients.

- 6.5. The Institute will not (i) create derivative works based on or translate the CoCubes Information, (ii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the CoCubes Information in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends that are in the CoCubes Information or that are displayed on pages served by the CoCubes Information, (iv) reverse engineer, decompile or disassemble CoCubes Software or any part thereof or otherwise obtain or attempt to obtain the source code for CoCubes Software. CoCubes retains all right, title and interest in and to the CoCubes Information.
- 6.6. The Client acknowledges that CoCubes may be required to mention its indicative list of clients in its proposals, marketing materials, brochures and/ or similar documents and agrees that it has no objection to CoCubes making a reference to the Client's name and usage of logo in the aforesaid documents. Provided, however, that any usage of trademark or service mark (other than its name) by CoCubes in any such document shall be with the Client's prior written consent.

## 7. Confidentiality

- 7.1. The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party") and/or its affiliates in connection with this Agreement, including but not limited to (i) the terms of this Agreement; (ii) Client Information; (iii) CoCubes Information; (iv) all trade secrets (v) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; (vi) information related to business plans, sales or marketing methods and customer lists or requirements. Any information disclosed (in whatever form) by the Disclosing Party to the Receiving Party in connection with this Agreement or for the performance of the Services, whether orally, visually or in documentary or electronic form shall be considered Confidential Information by the Receiving Party. The Receiving Party agrees to maintain the confidentiality of such Confidential Information during the term of this Agreement and for a period of three years from the date of expiry or termination of the Agreement until any part of the Confidential Information enters the public domain or such Confidential Information is destroyed/ returned to the Disclosing Party on written instruction. Each Party's respective Confidential Information will remain its sole and exclusive property.
- 7.2. The Receiving party will protect the Confidential Information from any unauthorized use, access or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature. The Receiving Party shall (i) disclose the other Party's Confidential Information to those of their employees who have a need to know the Confidential Information of the other Party (and in case of CoCubes, any affiliate or third party service provider providing back office/IT support), (ii) not disclose the other Party's Confidential Information to a third party without the prior written consent of the Disclosing Party, (iii) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement, except that CoCubes may use the Institute's Confidential Information in combination with other data for statistical or analytical purposes provided that no such Institute Confidential Information is identifiable by the Institute and either Party may disclose the other Party's Confidential Information to its legal counsel and auditors. CoCubes may also disclose the Institute's Confidential Information to any subcontractor in connection with this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. For the avoidance of doubt, CoCubes shall not be required to destroy electronic records which are automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. CoCubes will retain an archival copy of the Confidential Information for the purpose of determining the scope of obligations incurred under this Agreement.
- 7.3. The Receiving Party shall immediately notify the Disclosing Party of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information
- 7.4. Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving Party; (ii) was already known by or available to the Receiving Party prior to the disclosure by the Disclosing Party;





(iii) is subsequently disclosed to the Receiving Party by a third party who is not under any obligation of confidentiality to the Party who disclosed the information; (iv) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation to the Disclosing Party; or (v) is required by law to be disclosed as part of a judicial process, government investigation, legal proceeding, or other similar process. If the Receiving Party is required to disclose the Confidential Information of the disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, (i) the Receiving Party will give prior written notice of such requirement to the Disclosing Party to allow the Disclosing Party to seek a protective order or other appropriate remedy (ii) Receiving Party shall disclose only such Confidential Information as is required by the governmental authority (iii) Receiving Party shall use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7.5. The parties shall comply at all times with any and all applicable laws relating to personal data protection and any and all legal conditions that must be satisfied in relation to the collection, transfer, processing, storage, and destruction of personal information. The Institute agrees that CoCubes may transfer these documents, physically or electronically, to its personnel and affiliates in India or overseas in connection with the performance of this Agreement.

## 8. Indemnification

- 8.1. Each Party agrees to indemnify the other Party for such claims, suits, losses, damages, costs, or liability (collectively "Liabilities") being suffered by the aggrieved Party as a direct consequence of breach of its confidentiality and intellectual property related obligations under this Agreement.
- 8.2. CoCubes agrees to indemnify the Institute from and against any Liabilities incurred by the Institute in the event of breach by CoCubes of any of its representations and warranties set out in Clauses 5.3, 5.4 and 5.5.
- 8.3. The Institute agrees to indemnify CoCubes from and against any Liability arising out of (i) misuse of the Platform by the Students or the Institute (ii) any Student related information provided to CoCubes being incorrect, false or misleading.

## 9. Non Solicitation

- 9.1. During the term of this Agreement and for twelve (12) months thereafter, the Institute will not directly or indirectly solicit, induce or attempt to induce any employee or independent contractor of CoCubes to terminate or breach any employment, contractual or other relationship with CoCubes

## 10. Limitation of Liability

In no event will CoCubes be liable for any consequential, indirect, exemplary, special, punitive or incidental damages arising from or relating to the Agreement. CoCubes' total cumulative liability in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of fees actually paid or owed by the Institute to CoCubes for services performed under this Agreement for the year immediately preceding the date on which such liability was incurred.

## 11. Independent Contractor

CoCubes' relationship with the Institute will be that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, principal-agent or employer-employee relationship. CoCubes will (i) be solely responsible for payment of all compensation due to CoCubes employees and contractors in connection with this Agreement, (ii) file on a timely basis all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to CoCubes performance of Services and receipt of compensation by CoCubes and its employees and contractors hereunder and (iii) be responsible for providing, at its expense and in its name, disability, workers' compensation or other insurance as well as any and all licenses and permits necessary or usual for rendering the Services.

## 12. Term and Termination

- 12.1. This Agreement shall commence on (the "27<sup>th</sup> August 2018") and shall remain in effect for a period of One year ("Term"). The parties agree that all Students will continue to have access to the Platform pursuant to the termination of this Agreement. The parties may renew the Agreement for such further periods and on such terms as mutually agreed in writing. The above program (or any part of it) shall be delivered as mentioned in the Agreement irrespective of the Termination clause
- 12.2. This clause is purely for ease of Accounting of 'Service Revenue' at the end of CoCubes.com.





The scores achieved in the (sectional best of two or only) Pre-Assess of CoCubes.com will be valid for 12 months post the last date of conduct of Pre-Assess.

12.2. Either Party may terminate this Agreement or any SOW for convenience at any time upon thirty (30) days prior written notice to the other Party.

12.3. Either Party (in this Section the "**Affected Party**") may terminate this Agreement, or any SOW, for material breach upon thirty (30) days prior written notice ("**Cure Period**") to the other Party (the "**Party in default**"), if

- i. The Party in default fails to cure such breach, if it is curable in the opinion of the Affected Party, to the Affected Party's satisfaction, before expiration of the said Cure Period.
- ii. The other Party is likely to become or becomes insolvent or makes or attempts to make an assignment for the benefit of creditors or ceases or attempts to cease to do business or institutes or has instituted against it or allows any third party to institute against it, any proceedings for bankruptcy, reorganization, insolvency, or liquidation or other proceedings under any bankruptcy or other law for the relief of debtors; and does not terminate such proceedings within thirty (30) days.

12.4. Effects of Termination

- i. Termination of this Agreement or a SOW shall not affect the rights and obligations of the Parties, which had accrued prior to the effective date of termination.
- ii. Completion or termination of any SOW under this Agreement shall not constitute termination of this Agreement, it being the intent of both Parties to leave this Agreement in effect until terminated as specified herein. If the term of a SOW extends beyond the termination date of this Agreement, such SOW, unless expressly terminated, shall continue to be governed by the terms of this Agreement and each Party shall duly perform and fulfill its obligations under this Agreement in respect of such SOW.
- iii. Upon termination:
  - a) CoCubes will stop providing its Services to the Institute and its Students forthwith. All rights, liabilities and obligations of CoCubes as well as the Institute will come to an end immediately.
  - b) The Institute and its Students will not have access to the services listed in the SOW.
- iv. If the Institute terminates the Agreement for any reason whatsoever within a period of one (1) month from the Effective Date, CoCubes shall refund the Fees back to the Institute on a pro-rata basis for the remainder of the Term. In the event of termination of this Agreement after a period of one (1) month by the Institute for any reason whatsoever, CoCubes shall not be liable to refund the Fees back to the Institute.

### 13. Force Majeure

13.1. A Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement if the delay or failure was due to a Force Majeure Event, provided that such Party shall:

- i. Immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and estimated period during which such Party is unable to perform or discharge its obligations; and
- ii. Promptly take and continues to take all action within its powers to minimize the duration and effect of the Force Majeure Event on such party.

13.2. Provided, however, that if the Force Majeure Event/s continue(s) to subsist for a continuous period of 30 days, the other Party may terminate the Agreement by giving notice in writing.

### 14. General Provisions

14.1. Governing Law and Dispute Resolution

  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
Telangana State





- i. This Agreement will be governed by and construed in accordance with the laws of India. Each Party agrees to submit itself to the exclusive jurisdiction of the courts of New Delhi.
- ii. The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is identified by either Party, it will communicate the substance of such Dispute to the other Party and the Parties shall attempt to resolve the dispute in good faith by senior level negotiations. If the Dispute cannot be resolved between the Parties within two (2) weeks after the Dispute has been identified, then the Dispute shall be dealt with in accordance with Section 14 (iii) below.
- iii. All disputes in connection with or arising out of this Agreement shall be governed by the provisions under the Arbitration and Conciliation Act 1996 ("Act") for the time being in force. The Tribunal shall consist of a sole arbitrator, who shall be appointed by mutual consent of both the Parties within 10 days of the request first being raised by a Party. If no consent is arrived at within 10 days, the court shall appoint the arbitrator. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The fees of arbitration will be borne by the Party as directed in the arbitration award.

#### 14.2. Severability

Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force

#### 14.3. Assignment

Neither this Agreement nor any of the rights or obligations of either Party hereunder may be assigned or transferred without the other Party's prior written consent, which consent will not be unreasonably withheld.

Nothing set forth in the preceding sentence shall restrict either Party from assigning this Agreement or its rights or obligations to its affiliate/subsidiary or CoCubes subcontracting the whole or any part of the Services to any contractor of its choice, provided that such subcontracting shall not relieve CoCubes from its obligations to the Institute under this Agreement. The assignment of employees of CoCubes' Affiliates to perform the Services shall not be regarded as subcontracting. This Agreement will be binding upon and inure to the benefit of the Institute and CoCubes and their respective successors and assigns.

#### 14.4. Publicity

The Client acknowledges that CoCubes may be required to mention its indicative list of clients in its proposals, marketing materials, brochures and/ or similar documents and agrees that it has no objection to making a reference to the Client's name in the aforesaid documents. Provided, however, that any usage of Client's logo, trademark or service mark (other than its name) by CoCubes in any such document shall be with the Client's prior written consent.

#### 14.5. Notices

All notices and other communications required or permitted under this Agreement will be in writing and will be deemed effectively delivered upon receipt by personal delivery, overnight courier service, by certified or registered mail at the address listed on the 1<sup>st</sup> page of this Agreement or facsimile as confirmed by delivery and/ or transmission receipt or to a dedicated e-mail ID as set out herein. Any Party may change its particulars for such communications by giving a 15 business days' prior written notice to the other Party conforming to this Section.

#### 14.6. Waiver

All waivers must be in writing and signed by the Party to be charged. Waiver or failure to enforce by either Party of the breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching Party.



14.7. No Third Party Beneficiary

Save as expressly provided herein, this Agreement is made and entered into for the sole protection and benefit of the Parties to this Agreement and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the Parties to this Agreement.

14.8. Compliance with Laws

This Agreement and the performance of this Agreement is subject to all present and future applicable laws, rules, orders, statutes and regulations of governmental authorities having jurisdiction over the Parties, the deliverables or the Services. Both Parties will comply with all applicable laws, rules, orders, statutes, and regulations, including any applicable trade restrictions.



*[Handwritten Signature]*  
PRINCIPAL  
Vignans Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajiri(Dt)-501301  
Telangana State





14.9. Entire Agreement

This Agreement, together with the SOWs issued hereunder (i) embodies the final, complete and exclusive understanding between the Parties with respect to its subject matter; (ii) replaces and supersedes all previous oral or written agreements, understandings or arrangements between the Parties; (iii) may be signed in counterparts, each of which will be an original and all of which will constitute one and the same document; and (iv) may only be amended in a writing signed by an authorized officer of each Party hereto. The Parties acknowledge and agree that any pre-printed terms on any transactional or other document used in connection herewith are per se null and void and of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**(Institute)**  
Authorized signatory  
By:  
Name:  
Title:

**CoCubes Technologies Pvt. Ltd**  
Authorized signatory  
By:  
Name:  
Title:



A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "CoCubes Technologies Pvt. Ltd." around the perimeter and a stylized infinity symbol in the center.



A blue circular stamp with the text "Vignans Institute of Management & Technology For Women" around the perimeter. Inside the circle, it lists the address: "Kondapur (V), Ghatkesar (M), Medchal, Malkajgiri (Dt), Pin-501301, T.S."



A handwritten signature in green ink is written above the text "PRINCIPAL Vignans Institute of Management & Technology For Women Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301 Telangana State".

## Schedule A-1

Institute: Vignan's Institute of Management and Technology for Women

Statement of Work No.:

Dated: 4<sup>th</sup> October, 2018

THIS STATEMENT OF WORK ("SOW") is executed pursuant to the Service Agreement **4th October, 2018** ("Agreement") entered into between the Institute and **CoCubes Technologies Pvt. Ltd, an Aon Hewitt company**, ("CoCubes") for the performance of the Services by CoCubes to the Institute in accordance with and subject to the terms and conditions set forth in the Agreement and herein below.

In the event of a conflict with any Purchase Order issued by the Institute based on this SOW, the terms of the Agreement and SOW shall prevail.

This SOW shall commence on **4th October, 2018** (the "Effective Date") and shall remain in effect for a period of One Year ("Term"), unless terminated earlier in accordance with the provisions of the Agreement.

### Part A – Services

#### 1. CoCubes Online Platform ("Platform")

- a.) CoCubes will provide the Institute, its career development cell and Students access to the Platform by providing Log-in/password unique to every individual, with different features and permissions to ensure data security, authentication and transparency in academic marks, assessments and placement related data. Individual Log-in/password are provided for the Institute administrator (multiple log-ins possible with one administrator log-in) and for students in 3<sup>rd</sup> and 4<sup>th</sup> years. However, no individual log-ins are provided to 1<sup>st</sup> and 2<sup>nd</sup> year students. Assessments for 1<sup>st</sup> and 2<sup>nd</sup> year will be conducted via a standalone assessment engine.
- b.) Web enabled platform to manage internal placements and student data.
- c.) Online platform shall generate placement statistics for placements for the institute.
- d.) SMS feature on the platform can be used for:
  - i. Internal job post related student SMSes i.e. SMS generated when a job post created is operational
  - ii. Communication to eligible/applied/offered/declined/no-response students
  - iii. Communication module (custom or standard groups) is available
  - iv. Every Institute will be given 1000 SMSes on registration. Additional SMSes can be purchased @INR 35 paise per SMS
- e.) Key features and Benefits
  - i. Data Security – 7 level data security
  - ii. Cloud based tool – access from anywhere. Authentic data (marks, branch, Institute, degrees), track assessments and placement related data
  - iii. Bring transparency in the system with respect to education marks, degrees, etc.
  - iv. Send communication – email, notifications, SMS to students and Institutes
- f.) [insert case study]

#### 2. Pre-Assess – Career development for Students

- a.) This is a standard Assessment recognised by Industry. Several companies use sectional and total scores achieved in this as a parameter in their recruitment process. [A sample list is available below]. This offering helps increase corporate opportunities available for the students in the final year. [A snapshot of the report generated post the Pre-Assess is also given below].
- b.) Pre-Assess Process Guidelines
  - i. Pre-Assess is a 3 hour extensive exam with 7 different sections
  - ii. In order to generate a report and be applicable to even one job, it is mandatory to give the aptitude and psychometric test. If this is not done, no report will be generated and the said student will not be able to apply for any company.
  - iii. Syllabus of the Pre-Assess is available
  - iv. Pre-Assess is conducted on a day/date convenient to the Institute, barring Monday
  - v. List of students with slots for each must be shared a minimum of 7 days before the Pre-Assess is scheduled. Failure to do so may result in poor experience of the Institute and students. If this list is not shared 4 days before the scheduled Pre-Assess, CoCubes can cancel the Pre-Assess and the Institute (and every registered student in the Institute) will lose one Pre-Assess.

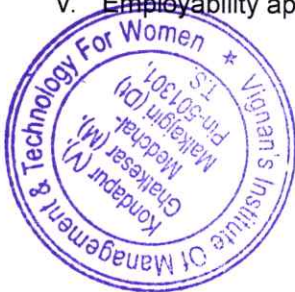




- vi. If any Student, whose slot has been shared by the Institute at D-4, fails to appear in the given slot on the said day, that Student will lose one Pre-Assess from the count of Pre-Assess allocated to the Institute.
- vii. Pre-Assess is invigilated by the CoCubes team
- viii. The Pre-Assess is conducted at the Institute premises only if the Institute registers more than 200 students.
- ix. It is strongly recommended that the Institute conduct 2 slots while conducting the Pre-Assess on any given day.
- x. Pre-Assess may be needed to split over 2 or more days to ensure every registered student in the batch is able to take the same. The 2 or more days should be within the 7 day period.
- xi. Scores of Pre-Assess are valid for a period of 12 months following the last date of Pre-Assess.
- xii. Different sections are important for different job profiles. Hence, it is recommended that the students prepare and give all the sections in Pre-Assess.
- xiii. Applying on a job via the Pre-Assess and then being shortlisted for interviews, requires the students to go for the interview. If the student fails to go for the interview without prior intimation of the same (at least 3 days before the date of the interview) it will lead to the individual student log-in being disabled for the period of one month.
- xiv. Report of the Pre-Assess will be generated within 7 business days of the conduct of the Pre-Assess
- xv. If the 2<sup>nd</sup> Pre-Assess is applicable:
  - There must be a minimum gap of 6 months between the 1<sup>st</sup> and 2<sup>nd</sup> Pre-Assess
  - Sectional best of the two Pre-Assess scores will be the final score of the student
  - 2<sup>nd</sup> Pre-Assess will be conducted on a date/time as determined by CoCubes

### 3. Continuous Evaluation Program – Employability Enhancement of Students

- a.) CoCubes has scientifically developed this program. This is intended to periodically measure the employability and progress of the students at the Institute based on Industry standard parameters, thus giving the Institute an insight into critical gaps in development.
- b.) **Diagnostic Assessments (career test scheduling, reports and process)**
  - i. Diagnostic career tests for final year students will be conducted at days determined by the Institute. Each student will be able to give a maximum of 8 career tests. Each of these 8 tests will be collectively scheduled for an Institute.
  - ii. Syllabus and precise process of the assessments will be shared with the Institute one week in advance before the designated assessment.
  - iii. Individual student reports are emailed to the student within 7 business days of the completion of the test
  - iv. Reports at the Institute/degree/branch/student will be shared within 14 business days of the completion of the designated assessment
  - v. On the day of the Diagnostic career test, a PASSKEY will be sent to the Institute who will administer the test preferably at the Institute.
- c.) **Continuous Evaluation Assessments** for [insert batch number(s)] Process
  - i. Institute to share database and training schedule
  - ii. Institute to (in conjunction with CoCubes) determine dates (for a semester) for the assessments for the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> year
  - iii. Assessments to be executed as per schedule
  - iv. Domain tests to be done twice (4 units wise) for these batches – wherever such assessments are applicable
  - v. Employability aptitude tests to be executed once every semester for these batches



  
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 Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(D1)-501301  
 Telangana State



## Part B - Fees

Offering	Degree	Batch	Count of Students	Price/student
7 DCT+ 2 PRE-ASSESS®	B. Tech	2019	175	INR 932.20

\* The above prices are exclusive of all taxes and duties which would be payable, as applicable. Pursuant to the introduction of GST, in the event of any subsequent amendments, the parties would discuss and agree upon an approach which would allow for optimization of the taxes applicable under the Agreement.

### 1. Payment Terms

- All payments are to be made 100% in advance
- Payments become due immediately from the date of invoice and shall be made to CoCubes within 30 days from date of receipt of invoice without any deduction or set-off.
- CoCubes will also charge 35 paise per SMS (if the number of SMSes exceed the limit provided upon sign up)
- If the Institute fails to make the payment, assuming the log-ins of the student and/or Institute are active, the Platform will auto lock all the log-ins provided to (all across batches) the Students and the Institute. This may lead to loss of opportunities for Students for which CoCubes will not be responsible.

### 2. Disclaimers

- It has to be noted that the fees charged by CoCubes is towards the annual subscription of the technology for career development offerings; the fee is not towards creating employment opportunity of any specific company. As a principle and business model, CoCubes does not charge fee in the name of any specific company.
- This price is applicable for [insert batch number(s)] only
- Updates in count of Students, Services, prices and Terms for further batches need to be mutually agreed upon in writing

### 3. Institute Details

- Name of the Entity:** Vignan's Institute of Management and Technology for Women
- Invoice Address:** Dist, Ghatkesar, Kondapur, Telangana 501301
- Name of Contact Person:** Ms. Vinutha Kandukuri
- Contact Tel. no. and email Id:** 8106876564/[tpo.vmtw@gmail.com](mailto:tpo.vmtw@gmail.com)
- GST details:**
  - GST Registration Number/ UIN :
  - Name of Entity as registered with GSTN
  - Registered Address
  - Date of Registration

### 4. CoCubes details

- Name of Contact Person:** Mr. Srikanth Reddy
- Contact Email Id :** [srikanth.reddy@cocubes.com](mailto:srikanth.reddy@cocubes.com)

IN WITNESS WHEREOF, the Parties have executed this SOW as of the Effective Date.

(Institute)  
Authorised signatory  
By:  
Name:  
Title:



CoCubes Technologies Pvt. Ltd  
Authorised signatory  
By:  
Name:  
Title:



PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajiri(Dt)-501301  
Telangana State



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

VIGNAN'S INSTITUTE OF MANAGEMENT AND TECHNOLOGY FOR WOMEN

AND

**TAG IT CONSULTING**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 3<sup>rd</sup> day of October 2018 by and between.

Vignan's Institute of Management and Technology for Women, the First Party signified herein by its Principal / Director / Head of Institution Vignan's Institute of Management and Technology for Women, And TAG IT Consulting. The Second party, and signified herein by its Centre Head / Director.

**WHEREAS:**

- A) First Party is a Higher Educational Institution named: Vignan's Institute of Management and Technology for Women
- B) First Party & Second Party believe that assistance and co-operation between themselves will encourage more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties committed to collaborate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) TAG IT Consulting, - the Second Party is engaged in **Industrial Training & Internships.**

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

**CLAUSE 1: CO-OPERATION**

1.1 Both Parties are combined by common interests and objectives, and they shall begin co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities

1.3 The parties shall co-operate with each other and shall as promptly as is maturely practical, relevant agreement



  
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Telangana State

**CLAUSE 2: SCOPE OF THE MoU**

2.1 Industrial Training & Visits: Industry and Institution communication will provide an insight into the latest developments / requirements of the industries; the Second Party to authority the Faculty and Students of the First Party to visit its group. Companies and also include in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively participate to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the Vignan's Institute of Management and Technology for Women, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

**CLAUSE 3: VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

**CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES**

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

*P. Sreedhakar*

Authorized Signatory

Vignan's Institute of Management & Technology For Women  
Kondapur (V), Ghatkesar (M), Medchal-Malkajgiri (Dt),  
Vignan's Institute of Management and Technology  
for Women, Telangana State



For TAG IT Consulting And Technology Pvt.Ltd.

Authorized Signatory

TAG IT CONSULTING Director

*Adh*  
PRINCIPAL

Vignan's Institute of Management & Technology For Women  
Kondapur (V), Ghatkesar (M), Medchal-Malkajgiri (Dt),  
Telangana State





# BRAIN O VISION

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made and executed at Hyderabad on the 5<sup>th</sup> SEP, 2018. This MOU signifies a statement of intent to collaborate

M/s.to **BRAIN O VISION SOLUTIONS INDIA PVT. LTD** , having corporate office address Mohan's Elite , Opp to Bharat Petrol Pump, Cyber towers to JNTU Road (Smile Dental), Madhapur, Hyderabad, Telangana 500073– represented by Mr. D.Ganesh Nagu , aged 30 years,, Hyderabad-500 079 .  
M/s.BRAIN O VISION SOLUTIONS INDIA PVT.Ltd., a leading software & technology training company for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students discipline herein after called the **FIRST PARTY**

AND

Vignan's Institute of Management and Technology for Women located at near Ghatkesar, Kondapur, **Telangana 500301**

, **India** is approved by AICTE, New Delhi and Govt. of T.G. & affiliated to JNTU, Hyderabad  
**SECOND PARTY.**

### Terms & Conditions:

#### 1. Nature of Relationship

This MOU is for collaboration between both parties, for mutual benefit, for many purposes set out in Annexure – I to enhance the quality of the educational experience for , B.Tech 3<sup>rd</sup> year & B.Tech CSE/IT students of the college.

This MOU shall be valid till the tenure of Android Workshop and each party shall be at full liberty to terminate the collaboration with a notice period of 1 month.

Total No of Students 392



Brain O Vision Solutions Pvt. Ltd.

**PRINCIPAL**  
Vignan's Institute of Management & Technology For Women  
Kondapur (M), Ghatkesar (M), Medchal-Malkajgiri (DT)-500301, Telangana State

+91 95029 35039

Info.brainovision@gmail.com

www.brainovision.in

Mohan's Elite, 1st Floor, H.No:2-56/5/50, Madhapur, Khanamet, Hyd - 500 081.

www.fb.com/brainovisionsolutions



# BRAIN O VISION

Both parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other in fully carrying out the obligation agreed upon.

## ANNEXURE – I

### **PURPOSE/SCOPE OF THE COLLABORATION:**

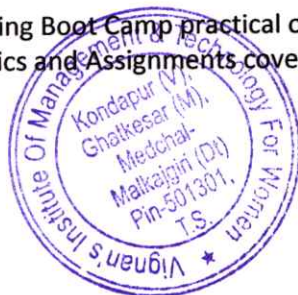
1. M/s. to BRAIN O VISION SOLUTIONS INDIA PVT.LTD ,will undertake HTML & CSS CODING Boot Camp for B tech 2nd and 3<sup>rd</sup> year students of CSE/ECE and carry out the Technology Training under the joint guidance of COLLEGE and for students in HTML & CSS
2. College will extend the services of their library, laboratories and workshop facilities for joint research, training and development on HTML & CSS.

### **Payment Terms:**

Training services of BRAIN O VISION would be compensated under these terms and conditions:

- a. Training charges would be calculated on per student basis which is Rs. 300/- (Rupees Three hundred rupees only).(Exclusive of 18% GST)
- b. Payment to BRAIN O VISION SOLUTIONS INDIA PVT.LTD . Will be paid through Cheque/BankTransfer
- c. 50% of the fee amount to be paid after the MOU is signed, and another 50% will be given once Completed the training program.
- d. Completion of the training program is assured with the following guidelines:
  1. Completion of project
  2. Fulfillment of the condition laid by HOD/Principal

- a. Coding Boot Camp practical oriented
- b. Topics and Assignments covered in the course



+91 95029 35039

Info.brainovision@gmail.com

www.brainovision.in

Brain O Vision Solutions Pvt. Ltd.

Mohan's Elite, 1st Floor, H.No:2-56/5/36, Madhup, Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301, Telangana State

www.fb.com/brainvisionsolutions

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Vignap's Institute of Management & Technology For Women  
Kondapur (V), Ghatkesar (M), Medchal-Malkajgiri (Dt)-501301  
Telangana State





# BRAIN O VISION

**D. GANESH NAGU,**  
Founder

ForM/s to BRAIN O VISION SOLUTION'S (IND) PVT. LTD

Mohan's Elite , Opp to Bharat Petrol Pump,

Cyber towers to JNTU Road (Smile Dental)

Madhapur, Kahanamet, Madhapur ,Hyderabad.

**DR.Sudhakar**  
Principal

Vignan's Institute of Management

and Technology for Women,

Ghatkesar, Kondapur, **Telangana**



PRINCIPAL

Vignan's Institute of Management & Technology For Women  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State

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Mohan's Elite, 1st Floor, H.No: 2-56/5/50, Madhapur, Khanampet, Hyd - 500 081.

www.fb.com/brainovisionsolutions

## Service Level Agreement (SLA)

The Service Level Agreement (SLA) is entered into on 24<sup>th</sup> 2018 between Vignan Institute Of Management and Technology for womens and Focus Academy for Career Enhancement (FACE), No.12, Lakshmi Nagar, Thottipalayam Pirivu, Avinashi Road, Coimbatore - 641014.

Vignan Institute Of Management and Technology for women's is represented by principal and FACE is represented by Satish Ayathu, Regional Manager – Andhra Pradesh & Telangana Vignan Institute Of Management and Technology for women's and FACE decided to lay down the terms and conditions of the SLA with the following clauses. The terms and conditions are not limited to the following but new terms shall only be added with mutual consent of both the parties.

Disputes if any are subject to jurisdiction of Coimbatore courts only.

For Vignan Institute Of Management and Technology for women's For FACE



principal  
PRINCIPAL



  
Regional Manager



Vignan Institute of Management and Technology for Women  
Kondapur Village, Ghatkesar Mandal,  
Bangalore Reddy District 501301

  
PRINCIPAL

Vignan's Institute of Management & Technology For Women.  
Kondapur (M), Ghatkesar (M), Malkajgiri (Dt)-501301  
Telangana State



Section 1 – Program and batch details

<b>Full Name of College</b>	Vignan Institute of Management and Technology for Women
<b>Program Name</b>	Campus Placement Cracker™ - 60 Hours, Konfident - 16 Hours , Communique - 14 Hours
<b>Program Duration (in Hours) per student</b>	90 Hours
<b>No of hours per student per week</b>	3 Hours per student per week
<b>Degree and Passing out year of students to be trained</b>	B.E/ B.Tech, 2020 Pass-out Students
<b>Training Days in the week</b>	Every Week Thursday and Friday
<b>Training Dates, please specify month-wise AFTER checking the academic calendar</b>	Sep 12,14,20,21,27,28 2018 October 4,5,11,12 2018 Remaining Dates will be intimated shortly
<b>Semester of Study of students to be trained, please specify month-wise</b>	Aug, Sep, Oct, Nov 2018 - 5 <sup>th</sup> Semester Dec 2018, Jan, Feb, Mar, Apr 2019- 6 <sup>th</sup> Semester
<b>Total No of students attending the training (as per attached Batch-List)</b>	200 Students
<b>No of batches</b>	4 batches Day 1(Thursday)- 2 Batches (CSE A and B) Day 2 (Friday) - 2 Batches (ECE A and B)
<b>Session Timings</b>	9 to 11 AM; 11.15 to 1.15 PM; 2 to 4 PM

**IMPORTANT:**

- Last minute changes in training dates will not be accommodated. Hence FACE recommends that the college should double-check and ensure that none of these fall during the training dates: 1. No Local / State / National holidays. 2. No Internal tests / examinations. 3. No college functions. (Ex: Sports day, Annual day) 4. No guest lecturers / special programs. 5. No placement / recruitment process
- Any request for change in training dates needs to be communicated to FACE at-least 7 working days in advance
- Even if communicated 7 working days in advance, FACE is not automatically liable to deliver the service on the revised dates. FACE will re-confirm the possibility of service delivery based on availability of trainers, ease of trainer travel and accommodation and other constraints
- Once the SLA is signed, our Account Manager (AM) from FACE Office will be in touch with you to plan finer details of logistics.

**DECLARATION:** I have read and understood **Section 1 – Program and batch details** and I agree to the same.

For Vignan Institute Of Management and Technology for women's

For FACE

principal

Regional Manager

  
PRINCIPAL

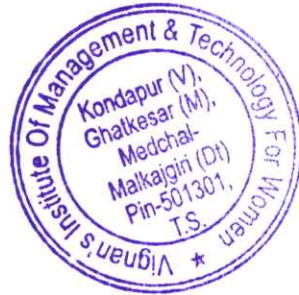


PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State

## **Section 2 – Agreed Pricing & Advance Payable – Terms & Conditions**

### **Agreed Pricing**

<b>Price Per Batch Per Hour</b>	Rs. 1208.33
<b>GST @ 18.0%</b>	= Rs. 1208.33 * 0.18 = Rs. 217.5
<b>Price Per Batch Per Hour - Inclusive of GST</b>	= Rs. 1208.33 + 217.5 = Rs. 1,425.833
<b>Total Duration of Training Program (in Hours)</b>	90 Hours
<b>No of students for whom materials will be sent (as per attached batch-list)</b>	200 Students (4 Batches)
<b>Total Contract Value</b>	= 4 * 90 * 1,425.833 = Rs. 5,13,300. 4 - No of Batches 90 - No of Hours Per Batch Rs. 1,425.833- Price per batch per hour
<b>Invoice Amount Calculation Methodology</b>	All registered students whose names are mentioned in the attached batch-list are allowed to attend the FACE classes. If there is any change in the number of students between semesters, this needs to be intimated to FACE at the start of the new semester



  
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Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
Telangana State



**Advance Payable**

<b>Advance Amount Payable</b>	NA										
<b>Last date for payment of advance amount (failing which the service delivery will not commence)</b>	NA										
<b>Mode of Payment</b>	By Cheque or DD, favoring " <b>Focus 4-D Career Education Pvt. Ltd.</b> " Payable at Coimbatore OR										
	By NEFT/ RTGS Transfer to:										
	<table border="1"> <tr> <td>Account Holder Name</td> <td>Focus 4-D Career Education Pvt. Ltd.</td> </tr> <tr> <td>Account No</td> <td>053109000142765</td> </tr> <tr> <td>Bank Name</td> <td>City Union Bank</td> </tr> <tr> <td>Branch Name</td> <td>Vilankurichi Branch</td> </tr> <tr> <td>IFSC Code</td> <td>CIUB0000053</td> </tr> </table>	Account Holder Name	Focus 4-D Career Education Pvt. Ltd.	Account No	053109000142765	Bank Name	City Union Bank	Branch Name	Vilankurichi Branch	IFSC Code	CIUB0000053
	Account Holder Name	Focus 4-D Career Education Pvt. Ltd.									
	Account No	053109000142765									
	Bank Name	City Union Bank									
Branch Name	Vilankurichi Branch										
IFSC Code	CIUB0000053										
<b>NOTE:</b> Cash payments will not be accepted											

**DECLARATION:** I have read and understood **Section 2 – Agreed Pricing & Advance Payable – Terms & Conditions** and I agree to the same.



*[Handwritten Signature]*  
**PRINCIPAL**  
 Vignans Institute of Management & Technology For Women  
 Kondapur(V),Ghatkesar(M),Medchal-Malkajiri(Dt)-501301  
 Telangana State

For Vignan Institute Of Management and Technology for women's

For FACE

**principal**

*[Handwritten Signature]*  
**Regional Manager**

**PRINCIPAL**

Vignans Institute of Management and Technology for Women  
 Kondapur Village, Ghatkesar Mandak,  
 Rangareddy District - 501301

**Section 3 - Monthly Invoicing & Payment Schedule**

<b>Months of Training Program</b>	September 2018 to March 2019
<b>Monthly Invoicing Schedule (Invoice will be sent as both hard-copy and soft-copy)</b>	By the 5 <sup>th</sup> of the next month i.e <ul style="list-style-type: none"><li>· For training done in Sep 2018, by 5<sup>th</sup> Oct 2018</li><li>· For training done in Oct 2018, by 5<sup>th</sup> Nov 2018</li><li>· Every month by 5<sup>th</sup> Invoice should be raised</li></ul>
<b>Monthly Payment Schedule</b>	Before the last working day of the next month i.e <ul style="list-style-type: none"><li>· For training done in Sep 2018, by 30<sup>th</sup> Oct 2018</li><li>· For training done in Oct 2016, by 30<sup>th</sup> Nov 2018</li><li>· Every Month 30<sup>th</sup> We have to Collect the payment.</li></ul>

**NOTE:** After completion of program, FACE Accounts Manager will be in touch with the college SPOC for invoicing and payments. SPOC details are:

**DECLARATION:** I have read and understood **Section 3 - Monthly Invoicing & Payment Schedule** and I agree to the same. I also agree that Disputes if any are subject to jurisdiction of Coimbatore courts only.

For Vignan Institute Of Management and Technology for women's

For FACE

principal

PRINCIPAL

Vignan Institute of Management and Technology  
Kondapur Village, Ghatkesar Mandal,  
Ranga Reddy District - 501301



*AVS Sathy*  
Regional Manager

*AVS*  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
Telangana State



**Section 4 – Travel and Logistics – Terms & Conditions**

<b>Trainer Travel to (Hyderabad)</b>	<b>FACE</b> will take care
<b>Local conveyance from port of entry in Hyderabad to place of stay</b>	<b>FACE</b> will take care
<b>Trainer Accommodation</b>	<b>FACE</b> will take care
<b>Local Conveyance from place of stay to College and back</b>	<b>College</b> will take care (College bus)
<b>Food Arrangements (Breakfast, Lunch, Dinner)</b>	<b>College</b> will provide Lunch
<b>Materials Printing (If any)</b>	<b>FACE</b> will take care
<b>Materials Dispatch (If Any)</b>	<b>FACE</b> will take care

**DECLARATION:** I have read and understood **Section 4 - Travel & Logistics - Terms and Conditions** and I agree to the same.

For Vignan Institute Of Management and Technology for women's



**principal**

**PRINCIPAL**

Vignan Institute of Management and Technology for Women  
Kondapur Village, Ghatkesar Mandal,  
Medchal-Malkajgiri District - 501301

For FACE

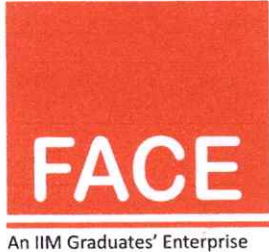
*A.V.S. Sath*

**Regional Manager**

*Adn*

**PRINCIPAL**

**Vignan's Institute of Management & Technology For Women**  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State



### Service Level Agreement (SLA)

The Service Level Agreement (SLA) is entered into on 19<sup>th</sup> AUG 2018 between Vignan Institute Of Management and Technology for womens and **Focus Academy for Career Enhancement (FACE)**, No.12, Lakshmi Nagar, Thottipalayam Pirivu, Avinashi Road, Coimbatore - 641014.

Vignan Institute Of Management and Technology for women's is represented by principal and FACE is represented by Satish Ayathu, Regional Manager – Andhra Pradesh & Telangana Vignan Institute Of Management and Technology for women's and FACE decided to lay down the terms and conditions of the SLA with the following clauses. The terms and conditions are not limited to the following but new terms shall only be added with mutual consent of both the parties.

Disputes if any are subject to jurisdiction of Coimbatore courts only.

For Vignan Institute Of Management and Technology for women's For FACE



principal  
*[Signature]*  
PRINCIPAL

*[Signature]*  
Regional Manager



Vignan Institute of Management and Technology for Women  
Kondapur Village, Ghatkesar Mandal,  
Medchal-Malkajgiri District - 501301

PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(DT)-501301  
Telangana State  
Think Placements. Think FACE.



### Section 1 – Program and batch details

<b>Full Name of College</b>	Vignan Institute of Management and Technology for Women's
<b>Program Name</b>	TCS Ninja (Aptitude 36 Hours and Technical 24 Hours)
<b>Total Program Duration (in Days)</b>	10 Days
<b>Total Program Duration (in Hours)</b>	60 Hours
<b>Degree and Passing out year of students to be trained</b>	Batch of 2019
<b>Training Dates</b>	August 20,21,23,24,25,27,28,29,30,31 2018
<b>Semester of Study of students to be trained</b>	7 <sup>th</sup> Semester
<b>Total No of students attending the training (as per attached Batch-List)</b>	100
<b>No of batches</b>	1
<b>Session Timings</b>	9:00 AM to 12:00 PM and 1:00 PM to 4:00 PM

#### IMPORTANT:

- Last minute changes in training dates will not be accommodated. Hence FACE recommends that the college should double-check and ensure that none of these fall during the training dates: 1. No Local / State / National holidays. 2. No Internal tests / examinations. 3. No college functions. (Ex: Sports day, Annual day) 4. No guest lecturers / special programs. 5. No placement / recruitment process
- Any request for change in training dates needs to be communicated to FACE at-least 7 working days in advance
- Even if communicated 7 working days in advance, FACE is not automatically liable to deliver the service on the revised dates. FACE will re-confirm the possibility of service delivery based on availability of trainers, ease of trainer travel and accommodation and other constraints
- Once the SLA is signed, our Account Manager (AM) from FACE Office will be in touch with you to plan finer details of logistics.
- Batch List of students to be trained needs to be attached to this SLA. This is a mandatory requirement from FACE.

**DECLARATION:** I have read and understood **Section 1 – Program and batch details** and I agree to the same.

For Vignan Institute Of Management and Technology for women's For FACE

  
principal

PRINCIPAL

Vignan Institute of Management and Technology for wo.

Kanchi or Village, Ghatkesar Mandal,  
R. Medchal District- 501301



  
Regional Manager

  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
Telangana State

## Section 2 – Billing Terms and Conditions

<b>Duration of Training Program (in days)</b>	10 Days
<b>Duration of Training Program (in Hours)</b>	60 Hours (Aptitude 36 Hours and Technical 24 Hours)
<b>Training Dates</b>	August 20,21,23,24,25,27,28,29,30,31 2018
<b>Price (Per Trainer Per Day)</b>	Rs. 7250
<b>GST @ 18.0%</b>	Rs. 7250 * 0.18 = Rs. 1305
<b>Total Price Per Trainer(inclusive of taxes)</b>	Rs. 7250 + Rs. 1305 = Rs. 8555
<b>No of students for whom materials will be sent (as per attached batch-list)</b>	100
<b>No of students to be billed (irrespective of attendance, since materials and trainer planning will happen according to batch-list)</b>	NA
<b>Total Contract Value</b>	Total no of Days(10) * Total no of Batches ( 1 ) * Rs. 8555 Per Day Per Trainer = Rs. 10*1*8555 = 85,550
<b>Additional Students</b>	NA

**NOTE:** After completion of program, FACE Accounts Manager will be in touch with the college SPOC for invoicing and payments. SPOC details are:

**DECLARATION:** I have read and understood **Section 2 - Billing Terms and Conditions** and I agree to the same.

For Vignan Institute Of Management and Technology for women's For FACE

  
principal

PRINCIPAL

Vignan Institute of Management and Technology for  
Kondapur Village, Ghatkesar Mandal,  
Ranga Reddy District - 501301



  
Regional Manager

  
PRINCIPAL

Vignan's Institute of Management & Technology For Women  
Kondapur(V), Ghatkesar(M), Medchal-Malkajgiri(Dt)-501301  
Telangana State



**Section 3 – Payment Schedule – Terms & Conditions**

<b>Advance % Payable</b>	NA										
<b>Advance Amount Payable</b>	NA										
<b>Advance Payment Schedule</b>	NA										
<b>Last date for payment of advance amount (failing which the training will not be delivered)</b>	<b>NA</b>										
<b>Maximum Credit Period for Balance Payment</b>	2 weeks from the invoice is reached.										
<b>Last Date for Balance Payment</b>	<b>From whenever the training ends + 2 Weeks</b>										
<b>Mode of Payment</b>	By Cheque or DD, favoring " <b>Focus 4-D Career Education Pvt. Ltd.</b> " Payable at Coimbatore OR By NEFT/ RTGS Transfer to:										
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	Bank Name	City Union Bank									
	Branch Name	Vilankurichi Branch									
IFSC Code	CIUB0000053										
<b>NOTE:</b> Cash payments will not be accepted											

**DECLARATION:** I have read and understood **Section 3 - Payment Schedule - Terms and Conditions** and I agree to the same. I also agree that Disputes if any are subject to jurisdiction of Coimbatore courts only.

**For Vignan Institute Of Management and Technology for women's For FACE**

*[Signature]*  
principal  
PRINCIPAL

*[Signature]*  
Regional Manager

Vignan Institute of Management and Technology for Women  
Kondapur Village, Ghatkesar Mandal,  
Ranga Reddy District - 501301



*[Signature]*  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State

**Section 4 – Travel and Logistics – Terms & Conditions**

<b>Trainer Travel to (Hyderabad)</b>	<b>FACE</b> will take care
<b>Local conveyance from port of entry in Hyderabad to place of stay</b>	<b>FACE</b> will Arrange cab
<b>Trainer Accommodation</b>	<b>FACE</b> will take care
<b>Local Conveyance from place of stay to College and back</b>	<b>College</b> will take care
<b>Food Arrangements (Breakfast, Lunch, Dinner)</b>	<b>College</b> will provide Lunch
<b>Materials Printing (If any)</b>	<b>FACE</b> will take care
<b>Materials Dispatch (If Any)</b>	<b>FACE</b> will take care

**DECLARATION:** I have read and understood **Section 4 - Travel & Logistics - Terms and Conditions** and I agree to the same.

For Vignan Institute Of Management and Technology for women's For FACE

  
principal

  
Regional Manager



  
PRINCIPAL  
Vignan's Institute of Management & Technology For Women  
Kondapur(V),Ghatkesar(M),Medchal-Malkajgiri(Dt)-501301  
Telangana State