## MEMORANDUM OF UNDERSTANDING (MoU)

#### BETWEEN

Hirasugar Institute of Technology (Dept. of CSE), Nidasoshi-591236

8

InfySKY, Belagavi

FOR

# SKILL DEVELOPMENT / OUTCOME BASED TRAININGS / PLACEMENT/R&D SERVICES/ RELATED SERVICES







#### S J P N Trust's Hirasugar Institute of Technology, Nidasoshi

Inculcating Values, Promoting Prosperity

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#### **MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** (here-in-after called as the 'MOU') is entered into on this the **10**<sup>TH</sup> **DAY OF —SEPTEMBER—TWO THOUSAND AND TWENTY** (10/09/2020), by and between:

DEPARTMENT OF COMPUTER SCIENCE & ENGG., HIRASUGAR INSTITUTE OF TECHNOLOGY (CSE), NIDASOSHI — 591236, AFFILIATED TO VISVESVARAYA TECHNOLOGICAL UNIVERSITY (VTU) BELAGAVI, KARNATAKA & APPROVED BY AICTE NEW-DELHI, ACCREDITED BY NAAC AND NBA, THE FIRST PARTY represented here-in by its PRINCIPAL, DR. S C KAMATE. (Here-in-after referred as 'FIRST PARTY', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

#### AND

**INFYSKY, THE SECOND PARTY**, and represented herein by its **CEO, Mr. SANTOSH K YADAVA**, (here-in-after referred to as "**SECOND PARTY**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

#### HIRASUGAR INSTITUTE OF TECHNOLOGY, NIDASOSHI - 591236

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.





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- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) InfySKY, Belagavi, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Internet of Things(IoT), Mobile Application, Web Applications, Software Development, Machine Learning and related fields.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS

	CLAUSE 1			
	CO-OPERATION			
A FITTE	Both Parties are united by common interests and objectives, and they shall establish			
	channels of communication and co-operation that will promote and advance their			
1.1	respective operations within the <b>Institution</b> and its related wings. The Parties shall keep			
	each other informed of potential opportunities and shall share all information that may be			
25 315	relevant to secure additional opportunities for one another.			
	First Party and Second Party co-operation will facilitate effective utilization of the			
1.2	intellectual capabilities of the faculty of First Party providing significant inputs to them in			
	developing suitable teaching / training systems, keeping in mind the needs of the			
	industry, the Second Party.			
	The general terms of co-operation shall be governed by this MOU. The Parties shall			
	cooperate with each other and shall, as promptly as is reasonably practical, enter into all			
	relevant agreements, deeds and documents (the 'Definitive Documents') as may be			
1.3	required to give effect to the actions contemplated in terms of this MOU. The term of			
	Definitive Documents shall be mutually decided between the Parties. Along with the			
	Definitive Documents, this MOU shall represent the entire understanding as to the			
	subject matter hereof and shall supersede any prior understanding between the Parties			
	on the subject matter hereof.			





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www.infysky.com

	CLAUSE 2
	SCOPE OF THE MoU  The budding graduates from the institutions could play a key role in technological up-
2.1	gradation, innovation and competitiveness of an industry. Both parties believe that close
	co-operation between the two would be of major benefit to the student community to
	enhance their skills and knowledge.
	Curriculum Design: Second Party will give valuable inputs to the First Party in teaching /
2.2	training methodology and suitably customize the curriculum so that the students fit into
	the industrial scenario meaningfully.
	Industrial Training & Visits: Industry and Institution interaction will give an insight in to
	the latest developments / requirements of the industries; the Second Party to permit the
0.0	Faculty and Students of the First Party to visit its group companies and also involve in
2.3	Industrial Training Programs for the First Party. The industrial training and exposure
	provided to students and faculty through this association will build confidence and
	prepare the students to have a smooth transition from academic to working career. The
- Wilso	Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training
6000	of the learners enrolled with the First Party.
2.4	Research and Development: Both Parties have agreed to carry out the joint research
2.4	activities in the fields of IoT, Machine Learning and related fields.
0.5	Skill Development Programs: Second Party to train the students of First Party on the
2.5	emerging technologies in order to bridge the skill gap and make them industry ready.
0.0	Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers
2.6	to the students of the First Party on the technology trends and in house requirements.
	Faculty Development Programs: Second Party to train the Faculties of First Party for
2.7	imparting training as per the industrial requirement considering the National Occupational
210	Standards in concerned sector, if available.
	Industry Internship Training program: Second party to provide Internship Training with
2.8	minimum concession in the fees for the students of the first party.
	Placement of Trained Students: Second Party will actively engage to help the delivery
2.9	of the training and placement of students of the First Party and will facilitate placements
2.0	for all Eligible students by offering job opportunities with the companies where the
	second party work closely. The Second Party itself shall absorb the required trained
	students whenever entry level recruitment process is initiated.
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2.10	Both Parties to obtain all internal approvals, consents, permissions, and licenses of	
	whatsoever nature required for offering the Programmes on the terms specified herein	
2.11	There is no financial commitment on the part of the Hirasugar Institute of Technology,	
	Nidasoshi, the First Party to take up any programme mentioned in the MoU. If there is	
	any financial consideration, it will be dealt separately.	

	CLAUSE 3 INTELLECTUAL PROPERTY		
3.1	Nothing contained in this MOU shall, by express grant, implication, Estoppels or		
	otherwise, create in either Party any right, title, interest, or license in or to the intellectual		
	property (including but not limited to know-how, inventions, patents, copy rights and		
	designs) of the other Party.		

	CLAUSE 4 VALIDITY
	This Agreement will be valid until it is expressly terminated by either Party on mutually
4.1	agreed terms, during which period InfySKY, Belagavi, the Second Party, as the case
	may be, will take effective steps for implementation of this MOU. Any act on the part of
	InfySKY, Belagavi, the Second Party after termination of this Agreement by way of
communication, correspondence etc., shall not be construed as an extension of the	
4.2	Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the
	event of Termination, both parties have to discharge their obligations.

	CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES
5.1	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. Neither Party is authorized to use the other Party's name in
	any way, to make any representations or create any obligation or liability, expressed or
	implied, on behalf of the other Party, without the prior written consent of the other Party.
	Neither Party shall have, nor represent itself as having, any authority under the terms of
	this MOU to make agreements of any kind in the name of or binding upon the other Party,
	to pledge the other Party's credit, or to extend credit on behalf of the other Party.







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5.2

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the FIRST PARTY. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of BELAGAVI.

#### AGREED:

For Hirasugar Institute of Technology

For InfySKY, Belagavi

Authorized Signator

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Authorized Signatory

Hirasugar Institute of Technology	InfySky, Belagavi	
NIDASOSHI-591236	R/O 471, 1st Floor, 2nd main, 1st cross	
Tq: Hukkeri	Sadashiva Nagar,	
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Website: www.hsit.ac.in	Web: www.infysky.com	

Witness 1: