



**S. J. P. N. Trust's**  
**Hirasugar Institute of Technology,**  
**Nidasoshi - 591 236**

Dist. : Belagavi. Karnataka.



*"INCULCATING VALUES, PROMOTING PROSPERITY"*

( Permanently Affiliated to Visvesvaraya Technological University, Belagavi. and Approved by All India Council for Technical Education, New Delhi.)

**Accredited at "A" Grade by NAAC**  
**Programs Accredited by NBA : CSE, ECE, EEE & ME.**

**Prof. S. C. Kamate**  
**Principal** PH.D.

Ref. : HIT/NSD/ 2021-22/TPCE/11/1187/1

Date : 24 DEC 2021

**Memorandum of Understanding**

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into on this the **Twenty Four December Two Thousand Twenty One (24/12/21)** at Bangalore by and between **SJPN Trust's Hirasugar Institute of Technology, Nidasoshi, Taluk: Hukkeri, Dist: Belagavi-591236** AND **Cadmaxx Solutions Pvt Ltd**, a Company incorporated under the laws of India and having its office at No. 2095, 5<sup>th</sup> Main, 9<sup>th</sup> Cross, RPC Layout, Vijayanagar, Bengaluru – 560104 and represented herein by its General Manager, Shri. Dodda Basappa V, (hereinafter referred to as "First Party")

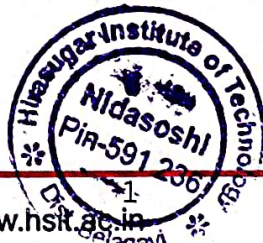
**AND**

**SJPN Trust's Hirasugar Institute of Technology, Nidasoshi** and having its registered office at **Nidasoshi, Taluk: Hukkeri, Dist: Belagavi-591236** and represented by its **Principal Dr.S C Kamate**, (Hereafter referred to as "Second Party")

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

**WHEREAS:**

- First Party has been engaged in Education, Training, Staffing and Manufacturing Activities.
- The First Party is undertaking projects in association with National Skill Development Corporation, MoRD, Karnataka Skill Development Corporation and various State Skill Development-Mission's for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.



- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure / facilities and by partnering with Institutions / Organisations / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in this initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this MOU with the First Party
- e. The Second Party understands that the training will be provided to the final year B.E/M.Tech/BCA/ B.Sc/ MCA/ M.Sc graduate students, and it has no objection to permit them / allowing them to use the proposed and the common infrastructure in the building.
- f. The Parties desire to structure a relationship and enter into this MOU so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

**NOW THEREFORE IT IS HEREBY AGREED *BETWEEN THE PARTIES* AS FOLLOWS:**

**CLAUSE 1**

**PURPOSE**

- 1.1 The purpose of this MOU is to establish business relationship between the Parties for establishing Skill Training Center for imparting Talent Acquisition Programme/ Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. The Trades / Job Roles are subject to change from time to time based on the project / market demand.

**CLAUSE 2**

**RESPONSIBILITIES / OBLIGATIONS OF THE SECOND PARTY**

- 2.1 **Second Party** shall be responsible for:
  - a. Providing the necessary Infrastructure as per the Scheme guidelines including but not limited to Classrooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, CCTVs in all the rooms and corridors, ACs in all the rooms, access to cafeteria etc., however the First Party shall provide Course Specific Equipment's / Tools / Hardware / Devices.



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- b. Nominate a single point of contact for managing the day to day operations and coordination.

**CLAUSE 3  
MODIFICATION**

- 3.1 This MOU may be modified, through a written document signed by duly authorized representatives of both the Parties.

**CLAUSE 4  
DISPUTE RESOLUTION**

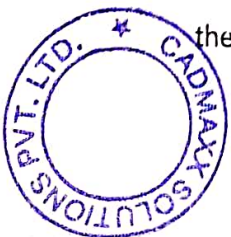
- 4.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this MOU or in relation to the subject matter contained in this MOU shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.
- 4.2 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

**CLAUSE 5  
COMPLIANCE WITH LAWS**

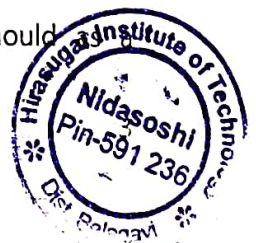
- 5.1 The **Second Party**
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this MOU.

**CLAUSE 6  
FORCE MAJEURE**

- 6.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this MOU or complying with any conditions required by the other Party under this MOU and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this MOU resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case the affected Party shall notify the other Party of the occurrence of such Force Majeure Event and should



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consequence, the performance under this MOU be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this MOU.

## CLAUSE 7

### TERM AND TERMINATION

- 7.1 This MOU will be valid for a period of 1 year from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Second Party or First Party, after termination of this MOU by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 7.2 Termination by First Party: First Party may terminate this MOU upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the MOU, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing.
  - b. If the Second Party becomes insolvent or bankrupt; or
  - c. If, as the result of Force Majeure Event, the Second Party is unable to perform a material portion of its obligations for a period not less than sixty days.
- 7.3 Termination by Second party: Second Party may terminate this MOU upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- 7.4 The termination of this MOU shall not prejudice or affect in anyway, the rights and benefits accrued, or liabilities and duties imposed on the Parties of this MOU.

## CLAUSE 8

### RELATIONSHIP BETWEEN THE PARTIES

- 8.1 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 MOUs of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



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## CLAUSE 9

### NOTICES

- 9.1 All notices required or permitted by, or made pursuant to, this MOU shall be in writing and shall be sent by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party:**

Name : **Dodda Basappa V**

Designation : **General Manager**

Address with contact details : **Cadmaxx Solutions Pvt Ltd, No. 2095, 5<sup>th</sup> Main, 9<sup>th</sup> Cross, RPC Layout, Vijayanagar, Bengaluru – 560104, Mob. No. 9900162008**

If to **Second Party:**

Name : **Dr. S C Kamate**

Designation : **Principal**

Address with contact details : **SJPN Trust's Hirasugar Institute of Technology, Nidasoshi, Taluk: Hukkeri, Dist: Belagavi-591236 Mob. No: 9480849331**

**All such notices shall be deemed to have been received as follows:**

- a. if by registered, first class airmail, upon receipt of acknowledgment of delivery.

The signature of each Party's duly authorized representative below shall evidence the MOU of such Party that this MOU accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of  
**Cadmaxx Solutions Pvt Ltd**



Name: **Dodda Basappa V**

Designation: **General Manager**


Signed for and on behalf of  
**SJPN Trust's Hirasugar Institute of Technology, Nidasoshi, Taluk: Hukkeri, Dist: Belagavi-591236**



Name: **Dr. S C Kamate**

Designation: **Principal**  
**PRINCIPAL**  
**Hirasugar Institute of Technology**  
**Nidasoshi- 591 236**

Witness:



(**J. SRIDHAR**)

Witness:



24/12/2021

**TRAINING & PLACEMENT OFFICER**  
**Hirasugar Institute of Technology**  
**Nidasoshi- 591236, Dt.: Belgaum**

## Annexure 1

- Two Classrooms each with adequate seating and teaching aids for 30 candidates
- Office Space for staff members (Trainers, Project coordinator etc.,)
- Two Computer labs each with 30 computers of latest configuration, chairs, LAN connectivity etc
- Common areas like corridors, staircase, playground, seminar hall etc.,



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## Annexure II

### Training Infra to be provided by Second Party

S#	Requirement	Description	Qty
1.	Classroom	2 for classroom and 1 for office	3
2.	Computer lab	30 capacity for each lab	2

### Training Centre: (For 60 Capacity)

S#	Location	Description	Qty	Remarks
1	Training Centre	Candidate chairs	60	
2	Training Centre	Writing boards	2	
3	Training Centre	Trainer tables	2	
4	Training Centre	Trainer chairs	2	
5	Training Centre	Projectors	2	
6	Training Centre	CCTV with mic	5	Classroom, Lab and Staff Area
7	Training Centre	Lights ( 1 for every 100 SFT)	20	
8	Training Centre	Ceiling fans ( 1 for every 150 Sft)	10	
9	Training Centre	Candidate chairs for IT Lab	60	
10	Training Centre	Computers	60	
11	Training Centre	Computer tables	60	
12	Training Centre	LAN connection	60	
13	Training Centre	Domain software's (SSC)	60	Cadmaxx responsibility
14	Training Centre	Office Tables	5	
15	Training Centre	Office chairs	5	
16	Training Centre	Printers	1	
17	Training Centre	Scanner	1	
18	Training Centre	Fire extinguishers	2	
19	Training Centre	First aid kits	2	
20	Training Centre	RO water purifier	1	
21	Training Centre	Office computers	2	
22	Training Centre	Internet connections	2	
23	Training Centre	CCTV DVR- Capacity as per SOP	6TB	
24	Training Centre	CCTV - external HD for backup	1	
25	Training Centre	AEBAS Biometric	1	Cadmaxx responsibility
26	Training Centre	CCTV monitor	1	
27	Training Centre	Power backup- as per SOP	1	

**Addendum:** The Second Party will have insurance for all its assets.



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**Breakup of Infra: Academic Campus:****Classrooms:**

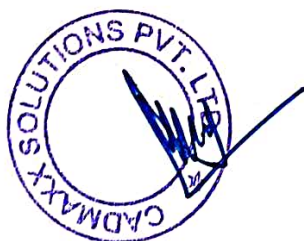
Description	Classroom1	Classroom2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1
Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	1
Candidates desk/chair	30	30

**Labs:**

Description	Computer lab1	Computer lab2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1
Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	0
Computer table	30	30
Candidate chair for computer	30	30
Computers	30	30
Internet connected computers	30	30

**Common Area:**

Common area	Numbers	Remarks
Staff Tables	4	
Staff chairs	4	
Power backup	Yes	
Lights	2	
Fans	2	
Printer cum scanner	1	
Fire extinguisher	2	
Office computer	2	
Internet connection	2	



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