



Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**

Affiliated to VTU, Belagavi & Approved by AICTE, New Delhi, Accredited by NBA & NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 1/6/2021, by and between Rapsol Technologies Pvt Ltd, incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at no. 1036, 2<sup>nd</sup> floor, Sri Lakshmi Chambers, 26<sup>th</sup> Main, Jayanagar 4<sup>th</sup> block, Bangalore 560041, Represented by its **Managing Director Mr. Niranjana Balaji** (Hereinafter referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

**K. S INSTITUTE OF TECHNOLOGY**  
Kanakapura Road,  
Bangalore- 560109

Represented by its Principal / HOD / Management

Hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

### WITNESSETH AS FOLLOWS

- Rapsol Technologies Pvt Ltd Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host K. S. INSTITUTE OF TECHNOLOGY, BANGALORE and RAPSOL TECHNOLOGIES.
- The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in "A" above at the premises of first party or second party whose address is as mentioned above.
- The Joint Venture / Agreement will be run under their respective name and style.
- Both K. S. Institute of Technology and Rapsol Technologies Pvt Ltd shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIESHERETO AS FOLLOWS:

- This agreement is renewable after FIVE years from the date of initial agreement. The renewal of this agreement is subjected to mutual consensus between both the parties.
- FIRST PARTY'S OBLIGATIONS**  
First party shall provide the following towards the same:



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- Faculties / Guides to conduct Student Internship Program.
- Training on Web Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

### 3. SECOND PARTY'S OBLIGATIONS

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at co premises)
- Electricity with UPS Backup
- Co ordination for conducting the program

#### Illustration of the Program

##### Program Details:

- Program Title : Industry oriented Internship Program
- Duration : 30Days \* 6 Hours Per Day

##### Program Fees according to strength:

- Rs.5000 / Student ( min 50 Students)
- Rs.5500 / Student (40 - 50 Students)
- Rs.6000 / Student (30 - 40 Students)
- Rs.6500 / Student (20 - 30 Students)
- Rs.7000 / Student (10 - 20 Students)
- Rs.8000 / Student (5 - 10 Students)
- Rs.10000 / Student (1 - 5 Students)

##### Schedule of the Program:

- Training on Different Technologies and / Programming Languages / CAD tools - 2 weeks
- Exposure and work on Real time Projects - 1 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

##### Highlights of the Program:

- Speeches & tech talks from Industry experts on the latest technology and happenings companies & on different domains.
- Regular Monitoring Of Students Performance on Daily Basis.
- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.



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- Certificate awarded at the end of successful completion.

#### 4. Fees Collection

- All the revenues generated from the prescribed course fees can be handed over to Rapsol technologies Pvt Ltd as per the above mentioned program fees, with 50% in advance 50% balance after the program completion.


#### 5. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator within a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

Mr. Niranjana Balaji  
Managing Director  
Named First Party

For Rapsol Technologies Private Limited  
  
DIRECTOR

RAPSOL TECHNOLOGIES PVT LTD  
In the presence of,



Prof. Beena K  
Asst. Professor,  
Dept. of CSE, KSIT



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**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

SIGNED AND DELIVERED by within

*Dilip Kumar K*

Dr. Dilip Kumar K  
Principal & Director  
Named Second Party

**K S INSTITUTE OF TECHNOLOGY**

In the presence of,

PRINCIPAL

**K.S. INSTITUTE OF TECHNOLOGY**  
BENGALURU - 560 109.

*Dr. Rekha B Venkatapur*

Dr. Rekha B Venkatapur  
Professor & Head,  
Dept. of CSE, KSIT

Head of the Department  
Dept of Computer Science & Engg.  
K S Institute of Technology  
Bengaluru -560 109

**MEMORANDUM OF UNDERSTANDING**

**Between**  
**Rubixe, a brand of THINK AHEAD INNOVATIONS PVT. LTD**  
**And**  
**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY**  
**for**  
**Collaborative R&D in the area of Artificial Intelligence and Machine Learning**

This Memorandum of Understanding (hereinafter referred to as the "MoU") is entered into on this day September 22, 2022 .

**BY AND BETWEEN**

Department of Artificial Intelligence and Machine Learning jointly with Department of Computer Science and Engineering, KS Institute of Technology, Raghuvanahalli, Bangalore - 560109 (hereinafter referred to as the "Department", which expression, unless repugnant to the context and meaning therein, shall mean and include its successors, representatives, nominees and assigns);

**AND**

M/s Rubixe, a brand of THINK AHEAD INNOVATIONS PVT. LTD., a company incorporated under the laws of India, having its registered office at 3rd Floor, Opposite to Godavari Hotel, Kudlu Gate, Bengaluru, Karnataka 560068, www.rubixe.com, represented by its Program Manager Mr. Deepak D (herein after referred to as the "Company", which expression, unless repugnant to the context and meaning therein, shall mean and include its successors, representatives, nominees and assigns).

The term "Company" and "Department" are individually referred to as such or a "Party" and collectively referred to as the "Parties".

**WHEREAS**

A. The Company, an Industry, engaged in the business of Rubixe™ is a global technology company specializing in disruptive technologies - Artificial Intelligence (AI), Machine Learning, Robotic Process Automation (RPA), Blockchain and Internet of Things (IoT). Rubixe's mission is to enable businesses to leverage the full potential of disruptive technologies to stay competitive in the market.

B. The Department, engaged in delivering higher education in the field of Computer Science, Artificial Intelligence and Machine Learning, strives to enhance and strengthen its Industry-Institute Interaction and has taken various initiatives to complement its educational excellence to meet the industry needs, has entered into various collaborative arrangements with other parties to enhance the knowledge and skills of the students.

C. The Parties are desirous to enter into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained

*Shravan G.*

*Deepak*

herein.

## 1. AREAS OF COLLABORATION

1.1 The Parties have entered into this MoU to co-operate and collaborate between themselves to promote more effective use of each of their resources and provide each of them with enhanced opportunities. Each Party shall comply with applicable laws and internal guidelines/instructions while performing under this MoU. The Parties agree to collaborate efforts in the following areas:

- Setting up Centre of Excellence in the college campus
- Plan and select Innovative Project ideas
- Prepare and Conduct Value Added Courses with faculty and students
- Seminars/Webinars/ Open Discussion with faculty and students

1.2 This MoU sets out the standard terms of co-operation and collaboration between the Parties. If necessary, the Parties may enter into definitive agreements, deeds or documents as may be required from time to time to give effect to the intention of the Parties contemplated herein. Notwithstanding anything contained herein, the Parties shall mutually set out the syllabus, scope and area of work, duration, etc., before commencing any collaboration activities.

1.3 The relationship between the Parties is that of principal- principal relationship. This MoU does not create any principal-agent, master-servant, partnership or joint venture relationship between the Department and the Company. Each Party being a separate legal entity shall obtain all approvals, consents, permissions and licenses required under applicable laws, if any, before undertaking any co-operation or collaboration activities contemplated under this MOU.

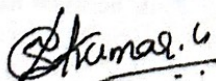
1.4 The Parties may set out guidelines or instructions to the students, who are beneficiaries under this MOU. The Parties agree that the concerned student/s will be personally liable for their acts or omission committed by them within the premises of the Company or in relation to the men and materials of the Company.

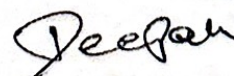
## 2. DURATION AND TERMINATION

2.1 This MOU is for a period of three year with effect from September 22, 2022. It can be extended further by mutual consultation and agreement.

2.2 It is agreed between the Parties that though this MoU is arrived at to facilitate co-operation for enhancing the quality of education in the area of Industrial applications, if, during the term of this MoU, for any reason the objective is not achieved or achievable, this MoU shall be terminated by either of the Parties, by giving a 30-day written notice to the other Party and no Party under this MoU shall have any kind of claim against the other Party.

2.3 Notwithstanding anything contained herein, either Party may terminate this MoU without cause by serving advance written notice of 60 days to the other Party.





2.4 Notwithstanding anything contained herein, either Party may terminate this MoU with immediate effect, in case of material breach of the terms of this MoU by the other Party

2.5 This MoU is on a non-exclusive basis and that both Parties are at liberty to enter into similar arrangements with any third party for similar purposes without notifying the same to the other Party

### 3. FINANCIAL ARRANGEMENTS

3.1 This MoU shall not give rise to any financial obligation by one Party to another Party. Each Party shall bear its own cost and expenses in the implementation of this MoU.

3.2 Any payment offered to the student/s by the Company, whether stipend or otherwise, shall be directly paid by the Company to the student/s, and the Department will not be responsible for the payment/non-payment/delayed payment of any amount to the student/s.

3.3 If the Company requires help which requires extra time, resources or additional administrative cost, the company shall inform the Department beforehand.

### 4. CONFIDENTIALITY

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

### 5. REVISION, VARIATION AND AMENDMENT

Either Party may request in writing a revision, variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU and shall come into force on such date as may be determined by the Parties.

### 6. INTELLECTUAL PROPERTY RIGHTS

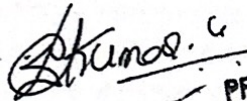
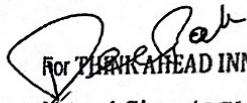
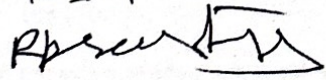
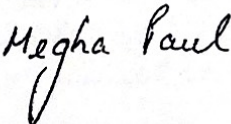
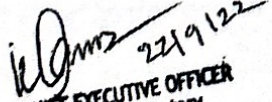
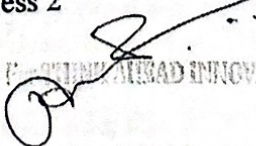
Nothing contained in this MoU shall grant, imply or create in either Party any right, title or interest in or to the intellectual property, including but not limited to knowhow, inventions, patents, copyrights and designs, of the other Party. However, intellectual property developed by the joint efforts would be the joint property of the Parties and any financial benefits or otherwise arising out of it shall be shared proportionately by the parties in consonance with the efforts / inputs given

by them.

### 7. GOVERNING LAW AND DISPUTE RESOLUTION

The terms of this MoU is governed by Indian laws and shall be subject to the exclusive jurisdiction of courts at Bengaluru. Any dispute or difference shall be first discussed between the Parties and resolved. If the dispute or difference is not resolved, the Parties shall refer the same to a sole arbitrator appointed by the Parties. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be Bengaluru.

IN WITNESS WHERE OF, the undersigned, being duly authorized there to, have signed this MoU in two original copies in English at the place and on the date(s) indicated below:

<p> Dr. Dilip Kumar Principal &amp; Director PRINCIPAL K.S. INSTITUTE OF TECHNOLOGY BENGALURU - 560 109.</p>	<p> For THIRU AHEAD INNOVATIONS PVT. LTD. Authorized Signatory From Rubix Authorized Signatory</p>
<p>Date:</p>	<p>Date: 22/09/2022</p>
<p>Place:</p>	<p>Place: Bangalore.</p>
<p>Witness 1 Ravi P. R. Prudh Prof &amp; Head, AIML KSIT </p>	<p>Witness 1 Megha Paul  Name of Coordinator</p>
<p>Witness 2  22/9/22 CHIEF EXECUTIVE OFFICER Member Secretary Academic Advisory Board K.S. Group of Institutions</p>	<p>Witness 2  THIRU AHEAD INNOVATIONS PVT. LTD. Director / CEO, Rubix</p>

