



Royal
COLLEGE OF ENGINEERING & TECHNOLOGY
(APPROVED BY AICTE AND AFFILIATED TO UNIVERSITY OF CALICUT /
APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY)



MoU's RCET




PRINCIPAL
ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY
AKKIKAVU

DEPARTMENT OF APPLIED
ELECTRONICS AND
INSTRUMENTATION ENGINEERING



കേരളം KERALA

AZ 577135

This Memorandum of Understanding (MOU) made and executed on the 6th day of February 2017 between Royal College of Engineering And Technology, an educational Institution in Engineering & Technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called RCET and represented by Principal Dr. S P Subramaniyan (which expression shall include its successor and assigns) of the first part:

And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi - Pin 682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

38754 DATE 09.02.2017

OF RS. 100/-

Prolific Systems & Technologies Pvt Ltd,
Kochi, Kerala.

MAK BEEVI
HIGH COURT VENDOR



And whereas both **RCET & PROLIFIC** have agreed to form a 'strategic alliance' for providing an Add on Course to the Identified Engineering students of RCET for mutual Benefit.

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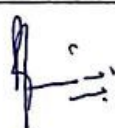

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Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory R. ANANTHARAMAN 
Date 06/2/2017	Date 06-02-2017.

Witness:

1. G. R. Jose

Witness:

1.

SUBASH K. NAIR
06-02-2017.



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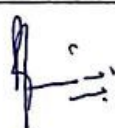

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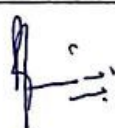

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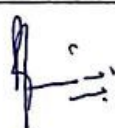

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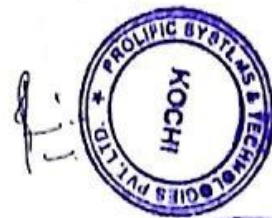
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M. PHILOMINA
S.R.O. VENDOR

No 46799
23.09.2017

Prolific Systems &
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Pallimukku Kochi 16



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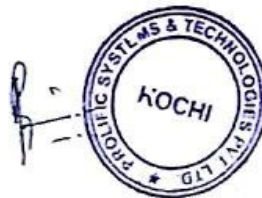
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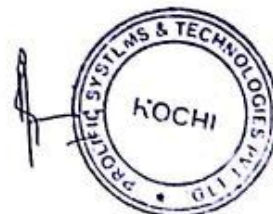
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4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY RCET AND PROLIFIC



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.12,000/- per student for 25 students. However RCET will retain 1200/- per students as the handling charge. Hence PROLIFIC will be receive the fees as Rs. 10,800/- per student

The fees will be Paid to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 20 %
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

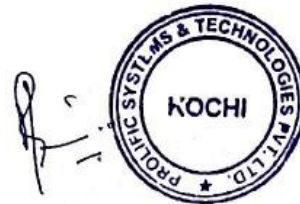
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8. STAMP PAPER FOR MOU





- 1 The First page of the MOU is signed on a Rs.100/= (one Hundred Indian Non Judicial Stamp Paper bearing No 333437 & 33348 which a copy each will be retained at RCET AND PROLIFIC with the continuing pages.



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<p>Royal College of Engineering & Technology (RECT)</p>  	<p>For Prolific Systems & Technologies PVT Ltd (PROLIFIC)</p> 
<p>Signature</p> <p>Name Of Authorised Signatory</p> <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>Signature</p> <p>R. ANANTHARAMAN</p> <p>Name of Authorised Signatory</p> 
<p>Date 25/09/2017</p>	<p>Date 25/09/2017</p>



കേരളം KERALA

BP 333437

This Memorandum of Understanding (MOU) made and executed on this 25th day of September 2017 between Royal College of Engineering And Technology, an educational Institution in Engineering & Technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called RCET and represented by Principal Dr. S P Subramanlyan (which expression shall include its successor and assigns) of the first part:

And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin 682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

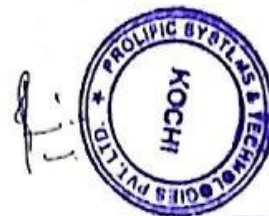
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M. PHILOMINA
S.R.O. VENDOR

No 46799
23.09.2017

Prolific Systems &
Technologies Pvt Ltd
Pallimukku Kochi 16



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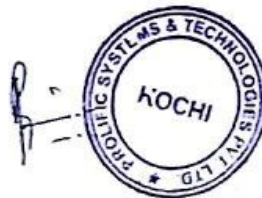
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- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
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- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation & fooding of the faculties from PROLIFIC on training days, in the college Hostel.

Signature



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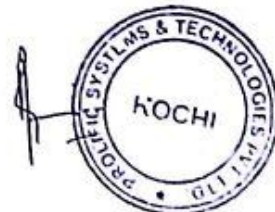
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3A PLACEMENTS: PROLIFIC guarantees placements to 20% of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- **Starting Salary:** The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 7000 to Rs. 9000/ Month.
- **Process:** PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter

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The fees will be Paid to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 20 %
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

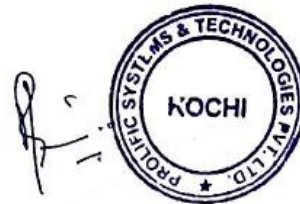
7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

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8. STAMP PAPER FOR MOU





- 1 The First page of the MOU is signed on a Rs.100/= (one Hundred Indian Non Judicial Stamp Paper bearing No 333437 & 33348 which a copy each will be retained at RCET AND PROLIFIC with the continuing pages.



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 25th day of September 2017

<p>Royal College of Engineering & Technology (RECT)</p>  	<p>For Prolific Systems & Technologies PVT Ltd (PROLIFIC)</p> 
<p>Signature</p> <p>Name Of Authorised Signatory</p> <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>Signature</p> <p>R. ANANTHARAMAN</p> <p>Name of Authorised Signatory</p> 
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കേരളം KERALA

BP 333437

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And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin 682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

[Handwritten signature]



M. PHILOMINA
S.R.O VENDOR

No 46799
23.09.2017

Prolific Systems &
Technologies Pvt Ltd
Pallimukku Kochi 16



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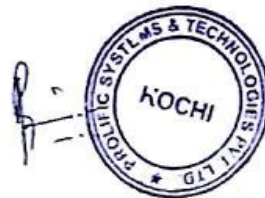
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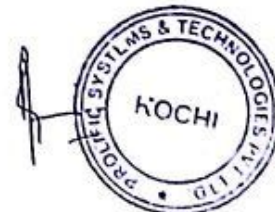
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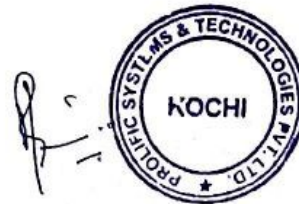
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കേരളം KERALA

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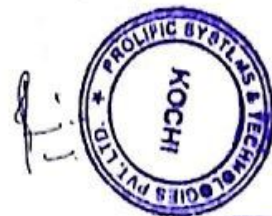
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M. PHILOMINA
S.R.O. VENDOR

No 46799
23.09.2017

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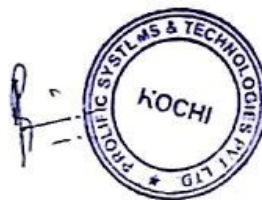
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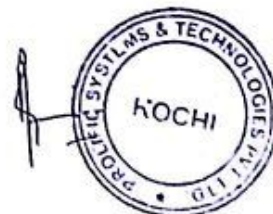
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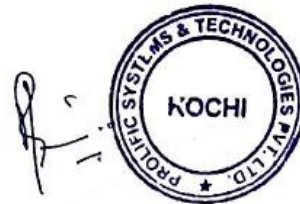
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<p>Royal College of Engineering & Technology (RECT)</p>  	<p>For Prolific Systems & Technologies PVT Ltd (PROLIFIC)</p> 
<p>Signature</p> <p>Name Of Authorised Signatory</p> <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>Signature</p> <p>R. ANANTHARAMAN</p> <p>Name of Authorised Signatory</p> 
<p>Date 25/09/2017</p>	<p>Date 25/09/2017</p>



കേരളം KERALA

CE 349649

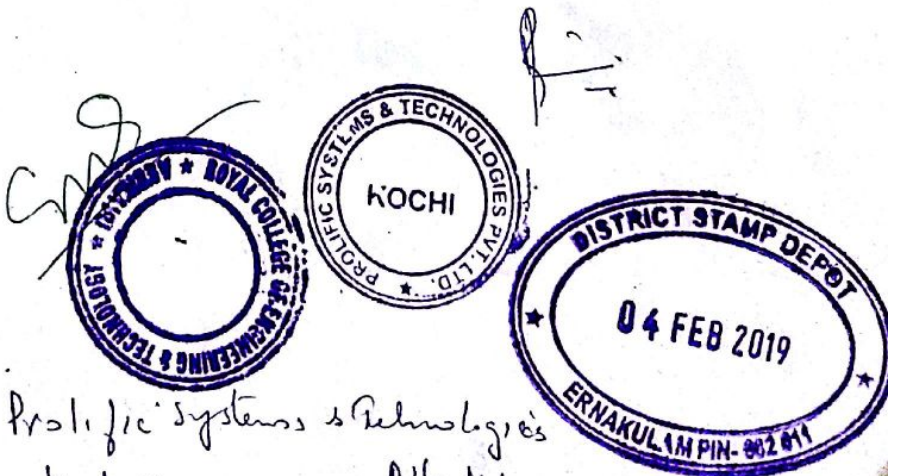
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And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

K. M. PHILOMINA No 86804
E.S.R.O. VENDOR 04/02/2019

Prolific Systems & Technologies
Kochi 16
Pvt- 44



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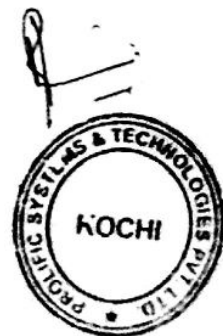
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1 COURSE DETAILS:

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- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The classes for the course will be conducted at mutually convenient dates in three phases.

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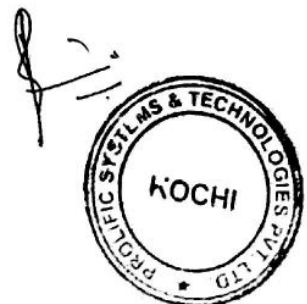
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Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

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The first page of the MoU will be printed on Two Rs. 100/= Non Judicial Stamp paper bearing SL No CE 349649 and CE 349650. A copy of the same will be retained by Prolific Systems & Technologies Pvt Ltd and Royal College of Engineering & Technology



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 03rd day of November 2017

Royal College of Engineering & Technology (RECT)	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
	
Signature	Signature
Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Name of Authorised Signatory
Date	Date <u>03/11/2017</u>




22/11/17



കേരളം KERALA

CE 349649

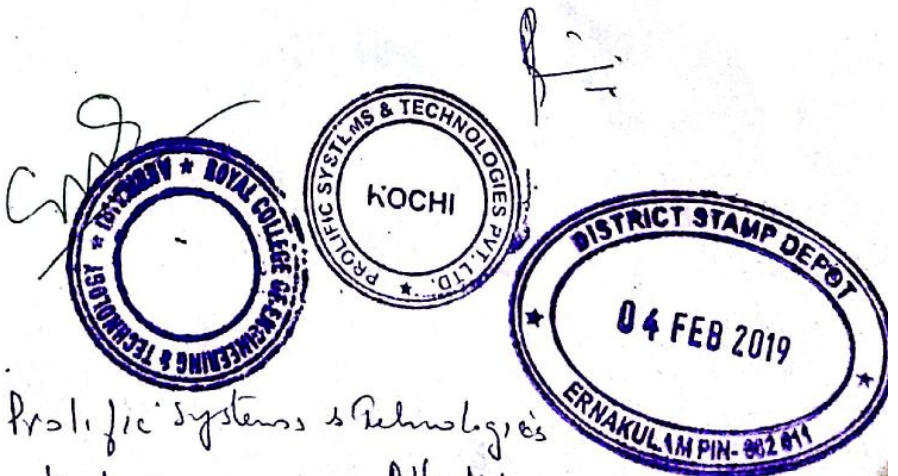
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And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

K. M. PHILOMINA No 86804
E.S.R.O. VENDOR 04/02/2019

Prolific Systems & Technologies
Kochi 16
Pvt- 44



And whereas both RCET & PROLIFIC have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both RCET and PROLIFIC have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

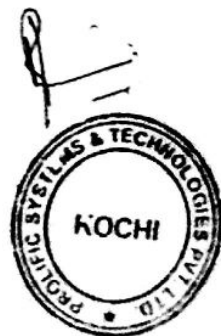
PROLIFIC will conduct a job oriented course PGDIA (Post Graduate Diploma In Industrial Automation) at RCET premises for the Identified Final Year Applied Electronics & Instrumentation Engineering students of RCET

1 COURSE DETAILS:

- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The classes for the course will be conducted at mutually convenient dates in three phases.

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PROLIFIC
- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation, breakfast and lunch of the faculties from PROLIFIC on training days, in the college Hostel and college canteen.



3 RESPONSIBILITIES OF PROLIFIC

- a) **PROLIFIC** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **PROLIFIC** shall depute the required faculty/ faculties for the course
- c) **PROLIFIC** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **PROLIFIC** shall supply all the necessary course ware (including hardware and software) to the students
- e) **PROLIFIC** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **PROLIFIC** shall design, conduct and grade the assignment and examination during the course.
- g) **PROLIFIC** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
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3A PLACEMENTS: PROLIFIC guarantees placements to 10 % of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- **Starting Salary:** The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 8,000 to Rs.10, 000/ Month.
- **Process:** PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC


- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **PROLIFIC**



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.11, 000/- per student for 15 students. However RCET will retain 1,100/- per students as the handling charge. Hence PROLIFIC will receive the fees as Rs. 9,900/- per student

The fees will be PAID to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
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 - Total : 100%
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Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

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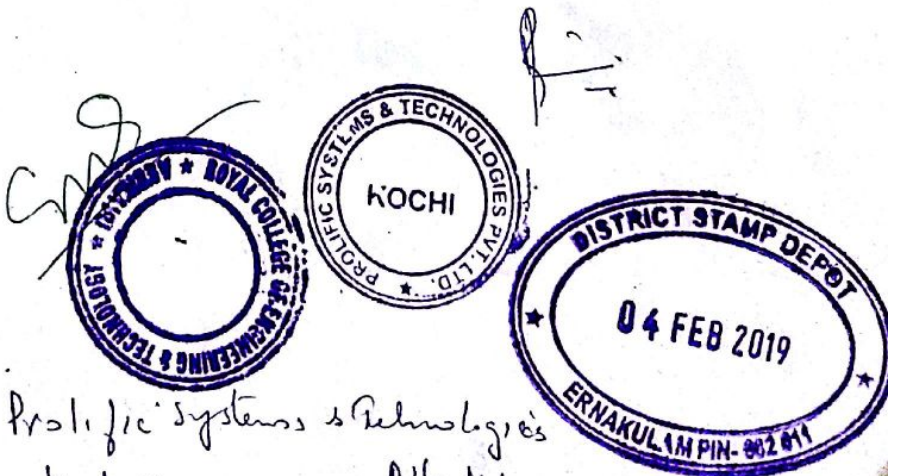
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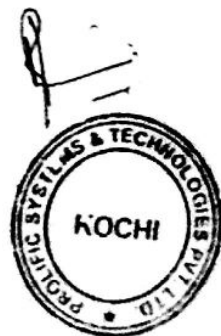
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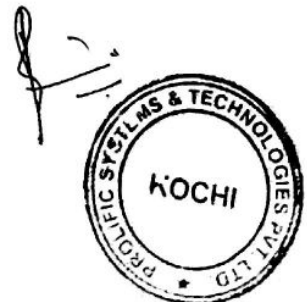
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- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
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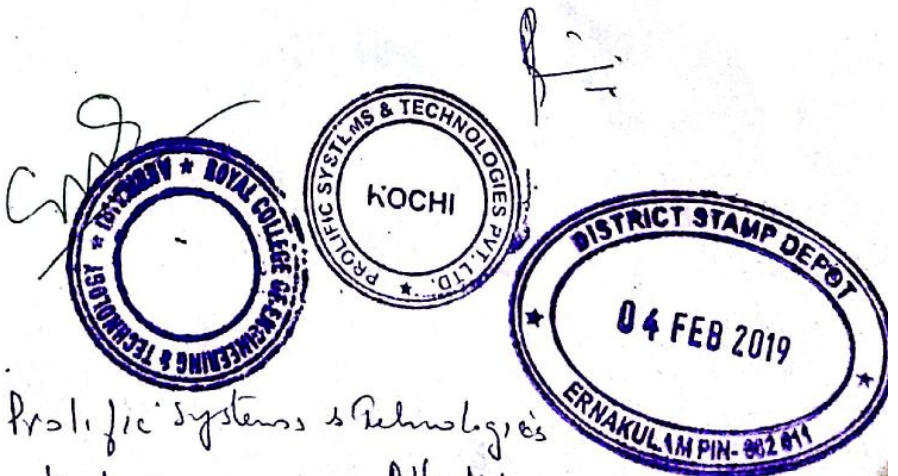
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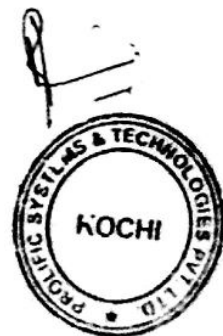
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Date	Date <u>03/11/2017</u>


22/11/17

DEPARTMENT OF CIVIL
ENGINEERING



കേരളം केरल KERALA

F 462571

This memorandum of Understanding (MOU) made and executed on this 2nd day of March 2017 between Royal College of Engineering & Technology, an educational Institution in Engineering & Technology and located at Akkikavu P.O, Chiramanangad, Thrissur, Kerala 680604, herein after called RCET and represented by Principal Dr. S.P Subramanian (Which expression shall include its successors and assigns) of the first part:

And

InterCAD Systems Pvt. Ltd, is an Authorized Training Centre for Autodesk, Bentley STAAD Pro & PTC Creo providing training in CAD, CAM & CAE with its training centre at 2nd Floor, Balakrishna Pillai Building, Opp St. Ignatious Knanaya Church, Trivandrum-695 035, Kerala, India, and represented by Bobby Thomas.T, Manager- Accounts & Credits, herein after referred to as ICS, (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns,) of the other part



Handwritten signature



K. B. JAYADEV
E.R.O. VENDOR



Handwritten signature

InterCAD Systems Pvt Ltd
Cochin

No. 72015 VALUE Rs.500/-

2-3-2017

And whereas both **RCET** & **ICS** have agreed to form a 'strategic Alliance' for providing an Add-on course to the Engineering students of RCET for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET** and **ICS** have agreed to enter in to this MOU as per the mutually agreed clauses as agreed below:

ICS will conduct a Job oriented course in AutoCAD, Revit Architecture, Revit MEP, Primavera, 3Dsmax design & STAAD at **RCET** premises for the Identified Final Year CIVIL ENGINEERING students of **RCET**.

I) COURSE DETAILS :

1. The software's covered are 'AutoCAD, Revit Architecture, Revit MEP, Primavera, 3Dsmax design & STAAD'
2. The total duration of the course will be 155 Hrs and daily class will be of 6 hours per day.
3. Duration of each software will be, AutoCAD – 20 hrs, Revit Architecture – 40 hrs, Revit MEP - 20 hrs, Primavera – 25 hrs, 3Ds Max design – 20hrs & STAAD – 30 hrs.
4. The course classes will be conducted at mutually convenient dates

II) RESPONSIBILITIES OF SIMAT

1. **RCET** shall appoint one "single point of contact" from the college who will be the coordinator for the course conducted by **ICS**
2. **RCET** shall provide the infrastructure (classrooms, Lab facilities, LCD Projector, Internet connections, power, White Board, hardware's & software's etc.) for conducting the courses offered by **ICS**.
3. **RCET** shall be responsible for collection of the fees from the students and pay the same to **ICS** according to the mutually agreed rate structure
4. **RCET** shall ensure the attendance of the students attending the course
5. **RCET** shall provide boarding & lodging for the faculty/faculties/Application Engineers of **ICS**



III) RESPONSIBILITIES OF ICS

1. **ICS** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **ICS**
2. **ICS** shall depute the required faculty /faculties for the course
3. **ICS** shall inform in advance and get the sanction from **RCET** for Any change in faculty /faculties
4. **ICS** shall supply the necessary workbook to the students
5. **ICS** shall conduct the course classes in accordance to the operational hours of **RCET**, if changes or extension in class timings are required ,the same should be sanctioned by **RCET**
6. **ICS** shall design, conduct and grade the assignments and examinations during the course.
7. **ICS** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact"
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IV) JOINT RESPONSIBILITIES OF SIMAT AND ICS

1. The final course certificate to the students who have undergone ,and successfully completed the course conducted by **ICS**, and have paid the full fee for the course, shall be **JOINTLY ISSUED BY RCET AND ICS**



Handwritten signature

V) FEES STRUCTURE AND MODE OF PAYMENT

1. The course fees is mutually agreed as Rs 10,750/- per student and a minimum of 40 students are required for the training program. The fees will be PAID to ICS as two installments
 - 1st Installment : Before the commencement of the course (50% of the fee)
 - 2nd Installment: On completion of the course & issuing Certificate (balance 50%)
2. The mode of payment will be by Cheque/ DD.

VI) CONFIDENTIALITY:

Both parties hereby agree to maintain such Information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

VII) TERMINATION/VALIDITY OF THE MOU AND ADJUSTMENTS

Each party shall have the right to terminate this MoU, by a prior notice of 30 days in writing to the other party upon the occurrence of the following event;

1. If either party commits any willful breach of any terms stipulated in this Agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled and RCET shall clear the pending amount payable to ICS ,before the termination of the MOU
2. This MOU is valid for a period of 1 year.



3. Adjustments to this MoU may be made throughout the life of the agreement if both parties approve the change

Authorized Representatives

Both parties here to declare that their duty authorized respective representatives shall executive this agreement.

In WITNESS WHEREOF, the parties hereto have executed this MOU on the 2nd day of March 2017

For Royal College of Engineering & Technology (RCET)

Signature

Name of the Authorized Signatory:

Dr.S.P.Subramanian., M.E., Ph.D., F.I.
Principal

Royal College of Engineering & Technolog
Date: 02/03/2017
Chiramanthangad P.O., Thrissur Dist - 680604

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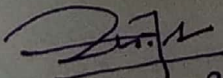
Signature

Name of the Authorized Signatory:

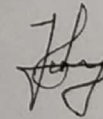
BOBBY THOMAS T

Date: 02/03/2017

Witness 1: MUHAMMED
SHERCEET K


02/03/17

Witness 2: JOSHUA N JOHN







കേരളം KERALA

G 121843

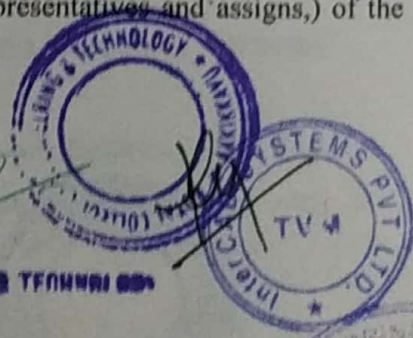
This memorandum of Understanding (MOU) made and executed on this 18th day of June 2018 between Royal College of Engineering & Technology, an educational Institution in Engineering & Technology and located at Chiramanangad P.O, Akkikavu, Thrissur-680604, herein after called RCET and represented by Principal Dr. S.P Subramanian (Which expression shall include its successors and assigns) of the first part:

And

InterCAD Systems Pvt. Ltd, is an Authorized Training Centre for Autodesk, Bentley STAAD Pro, Trimble SketchUp, ISRO FEASTSM & PTC Creo providing training in CAD, CAM & CAE with its training centre at 2nd Floor, Balakrishna Pillai Building, Opp St. Ignatious Knanaya Church, Triyandrum-695 035, Kerala, India, and represented by Sabu S Nair, Business Manager, herein after referred to as ICS, (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns,) of the other part

N. BALAKRISHNAN NAIR
Vendor, Vanchiyoor
Thiruvananthapuram

PRINCIPAL
ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY
AKKIKAVU



12 JUN 2018

And whereas both **RCET** & **ICS** have agreed to form a 'strategic Alliance' for providing an Add-on course to the Engineering students of SIMAT for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET** and **ICS** have agreed to enter in to this MOU as per the mutually agreed clauses as agreed below:

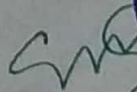
ICS will conduct a Job oriented course in AutoCAD, Revit Architecture, Revit MEP, Primavera ,3DS Max & Staad at **RCET** premises for the Identified Final Year CIVIL ENGINEERING students of **RCET**.



I) COURSE DETAILS:

1. The software's covered are 'AutoCAD, Revit Architecture, Revit MEP, Primavera,3ds Max & Staad'
2. The total duration of the course will be 170 Hrs and daily class will be of 6 hours per day.
3. Duration of each software will be, AutoCAD – 30 hrs, Revit Architecture – 40 hrs, Revit MEP - 20 hrs, Primavera – 25 hrs,3ds Max -20 & Staad– 30 hrs (Fusion-5 hrs)
4. The course classes will be conducted at mutually convenient dates

II) RESPONSIBILITIES OF RCET

1. **RCET** shall appoint one "single point of contact" from the college who will be the
2. co-ordinator for the course conducted by **ICS**
3. **RCET** shall provide the infrastructure (classrooms, Lab facilities, LCD Projector, Internet connections, power, White Board, hardware's & software's etc.) for conducting the courses offered by **ICS**.


PRINCIPAL
ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY
AKKIKAVU

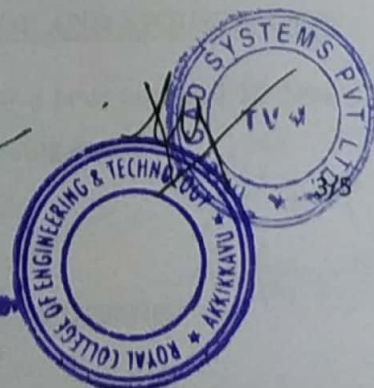
4. **RCET** shall be responsible for collection of the fees from the students and pay the same to **ICS** according to the mutually agreed rate structure
5. **RCET** shall ensure the attendance of the students attending the course
6. **RCET** shall provide boarding & lodging for the faculty/faculties/Application Engineers of **ICS**

III) RESPONSIBILITIES OF ICS

1. **ICS** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **ICS**
2. **ICS** shall depute the required faculty /faculties for the course
3. **ICS** shall inform in advance and get the sanction from **RCET** for Any change in faculty /faculties
4. **ICS** shall supply the necessary workbook to the students
5. **ICS** shall conduct the course classes in accordance to the operational hours of **RCET**, if changes or extension in class timings are required, the same should be sanctioned by **RCET**
6. **ICS** shall design, conduct and grade the assignments and examinations during the course.
7. **ICS** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact"
8. **ICS** shall ensure that the infrastructure provided by **RCET** (like Lab, LCD Projector etc.) Are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

IV) JOINT RESPONSIBILITIES OF RCET AND ICS


PRINCIPAL
ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY



1. The final course certificate to the students who have undergone, and successfully completed the course conducted by ICS, and have paid the full fee for the course, shall be JOINTLY ISSUED BY RCET AND ICS

V) FEES STRUCTURE AND MODE OF PAYMENT

1. The course fees is mutually agreed as Rs 10,750/- per student and a minimum of 28 students are required for the training program. The fees will be PAID to ICS as two installments
 - 1st Installment : Before the commencement of the course (50% of the fee)
 - 2nd Installment: On completion of the course & issuing Certificate (balance 50%)
2. The mode of payment will be by Cash/Cheque/ DD.

VI) CONFIDENTIALITY:

Both parties hereby agree to maintain such Information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

VII) TERMINATION/VALIDITY OF THE MOU AND ADJUSTMENTS

Each party shall have the right to terminate this MoU, by a prior notice of 30 days in writing to the other party upon the occurrence of the following event;



PRINCIPAL
ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY
AKKIKAVU

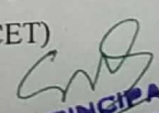

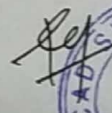


1. If either party commits any willful breach of any terms stipulated in this Agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled and RCET shall clear the pending amount payable to ICS, before the termination of the MOU
2. This MOU is valid for a period of 1 year.
3. Adjustments to this MoU may be made throughout the life of the agreement if both parties approve the change

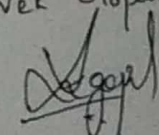
Authorised Representatives

Both parties here to declare that their duty authorised respective representatives shall executive this agreement.

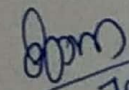
In WITNESS WHEREOF, the parties hereto have executed this MOU on the.....day of..... 2018

<p>For Royal College of Engineering & Technology(RCET)</p> <p> PRINCIPAL Signature</p> <p></p> <p>Name of the Authorized Signatory: _____</p> <p>Date: / /2018</p>	<p>For InterCAD Systems Pvt. Ltd (ICS)</p> <p> Signature</p> <p></p> <p>Name of the Authorized Signatory: <u>Sobin S Nair</u></p> <p>Date: / /2018</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Witness 1:

Vivek Gopal G B


Witness 2:


Mary John.C
HOD/CE



കേരളം കേരള KERALA

29AA 183042

AGREEMENT

This agreement is made between **Dr. S P SUBRAMANIAN**, Principal of ROYAL College of Engineering and Technology, P.O. Akkikavu, Chiramanangad, Kerala 680604 (Here in after referred as "**FIRST PARTY**")

AND

Mr. JOBISH JOHNSON, Centre Head , CADCENTER, MATHA INFOTECH, having its office at 4th Floor, Pathans Building Complex, Round South, Thrissur is the Authorized Training and Certification Centre for Autodesk (Here in after as **SECOND PARTY**).

FOR MATHA
Jobish Johnson
Proprietor

NO. 35499 RS/100

CAD CENTRE
THRISUR

മുണ്ടാക്കി 28-10 നമ്പർ വേണ്ടത്
പ്രമാണത്തിന്. മെ. പനമെന്തി

8 FEB 2019

Dr. S.P. Subramanian
Dr. S.P. Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

6 FEB 2019

THRISUR



കേരളം KERALA

29AA 183043

HOW THEREFORE BOTH THE PARTIES HERE BY AGREED AS FOLLOWS:

1. That the FIRST PARTY has decided to conduct a CAD training programs named as AutoCAD, Revit Architecture for their students in technical support to provide by the SECOND PARTY under the mutually agreed terms and conditions. The Course details are given below:

2D Drafting & Plotting Using AutoCAD 2D	50Hrs	5500/-
Revit Architecture (BIM)	120Hrs	

FOR MATHA INFOTEC
Johanna
 Proprietor

[Signature]
 Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
 Principal
 Royal College of Engineering & Technology
 Chiramanangad P.O., Thrissur Dist - 680604

NO. 35500RS.106

CAD CENTRE
 THRISSUR

8 FEB 2019
 മുണ്ടൂർ 28-ാം നമ്പ് വേണ്ടർ
 പ്രൊഫ. സി. ജെ. പനകൽ

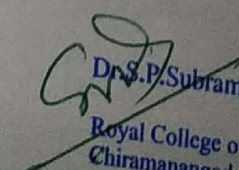


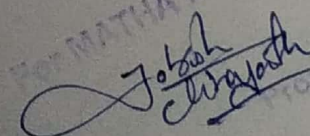
Faculties provided by SECOND PARTY:

- GEETHU ASOK
- KEERTHANA C R
- YADHU KRISHNAN P S

That the both Parties have agreed mutually that the course topics and duration may be varied/ modified by the instructors provided by the **SECOND PARTY** based upon the knowledge and skill level of the course candidate and with the concurrence of the HOD, Civil Engineering.

2. That the **FIRST PARTY** shall be responsible for providing requisite infrastructure to conduct the classes such as classrooms, computer hardware/ Software , Projector, Black/White board, Power backup, Furniture and all other paraphernalia required for conducting the classes.
3. That the **SECOND PARTY** will ready to conduct the classes on all week days as well as Saturday/ Holidays as per the prior permission from the **FIRST PARTY** or with respect to the schedule which is planned mutually by both the parties.
4. That the **FIRST PARTY** shall be responsible for registration of students to the course by adequate information and feedbacks which shall be provided to the **SECOND PARTY** and will collect the course fee or any other fee which will be mutually agreeable to both parties pursuant to this agreement.
5. That the **SECOND PARTY** shall be responsible for providing the faculty and engaging instructors with requisite knowledge according to adequate information and holding ample experience in teaching the CAD software.
6. That the **SECOND PARTY** shall provide Autodesk Course completion certificate as part of the training program.
7. That the **SECOND PARTY** shall provide "Autodesk Certified Professional" online exams for **AUTOCAD, REVIT ARCHITECTURE** to each student as part of training program by registering with extra fee.
8. That the **SECOND PARTY** shall use the said classroom solely for purpose of conducting the above said course and classes and function only during the timing clearly specified in this agreement and mutually agreed. The **SECOND PARTY** hereby agrees that he shall not make any changes to the infrastructure of the room without prior written consent of the **FIRST PARTY**.
9. That the **SECOND PARTY** shall not cause any damage or destructions to the room or to the furnishing and other movables in the room. The **SECOND PARTY** also agrees that he shall not do anything so as to depreciate the value of the room and its surrounding. The **FIRST PARTY** will be responsible for the discipline and framing of rules regarding the conduct and behavior of the students and candidates to the course. The **SECOND**


Dr. S. P. Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

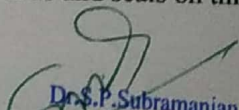

Joban Chirayath
Proprietor

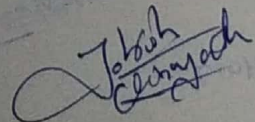
PARTY shall not be responsible for any damages caused to the infrastructure by the students and candidates of the **FIRST PARTY**.

10. That the **SECOND PARTY** will provide the necessary supportive training materials like E-Books and all to the students at the time of training.
11. Whereas it is made very clearly that only the **SECOND PARTY** will be solely responsible for conducting the classes adhering to all the legal norms and rules lay out by the Kerala Govt.
12. Wherever printed course materials are required the same can be provided at a discounted rate and also under mutually agreed terms by both the parties from time to time.
13. Whereas both parties agrees that the sharing of the total course fee shall be in the ratio of 10% of the total course fee of every candidate will go to the **FIRST PARTY** and 90% of the total course fee of every candidate will go to the **SECOND PARTY**.
14. That the **SECOND PARTY** agrees that the **FIRST PARTY** shall retain 10% of the entire revenue generated from the said course as per the mutually agreed terms in this agreement.
15. This agreement shall be terminated by any of the parties after giving due notice of one month to the other party. All accounts will be settled mutually by both parties. This agreement shall be governed by and interpreted in accordance with the law of India.
16. The parties hereto unconditionally submit to the exclusive jurisdiction of the courts and tribunals in Thrissur, Kerala, India alone for the determination of matters arising out of or under this agreement.
17. Both the parties reserve the right to alter or amend or revise any of these terms and conditions mutually and with the consent of the other party.
18. It is hereby agreed by both parties that the agreement becomes binding on both parties on and from the date when both parties execute this agreement. The duration and validity of this agreement will be 1 year from the date of the agreement and review and upgrading of training course fee will be updated on a year basis as per mutual agreement of both parties.

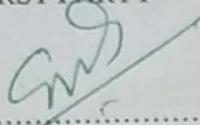
All disputes, differences claims and questions whatsoever arising out of this agreement shall be referred to a sole arbitrator appointed mutually by both parties the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act 1996. The language of the Arbitration proceeding shall be in English.

IN WITNESS WHEREOF THE PARTIES have hereunto set and subscribed their respective hands and seals on this day and year first here in above written.


Dr. S. P. Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

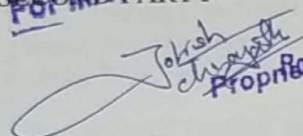

Jobish Chinnayach
Principal

SIGNED AND DELIVERED BY
THE FIRST PARTY


.....

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

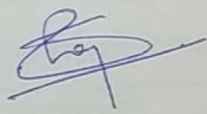
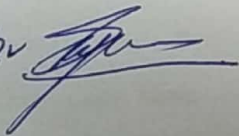
ROYAL COLLEGE OF ENGINEERING

THE SECOND PARTY

Proprietor

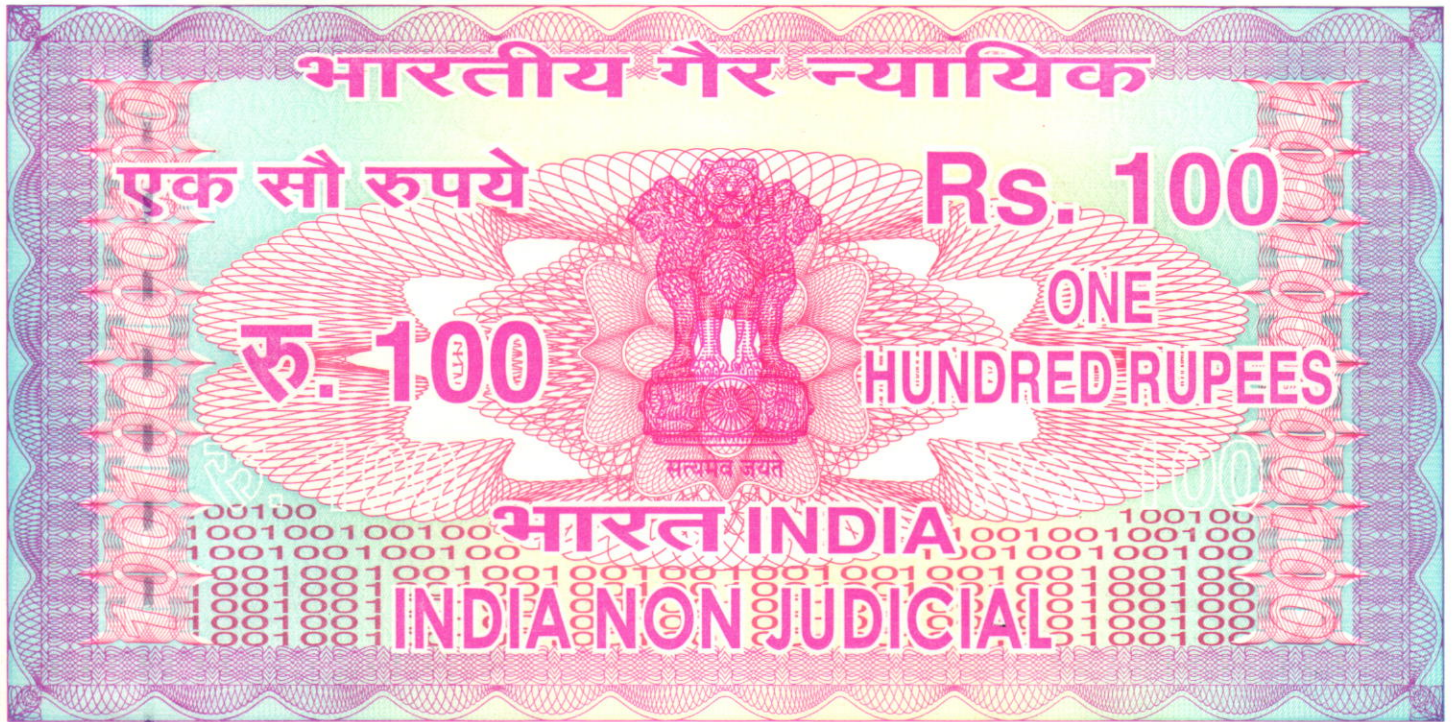
CAD CENTER
4th Floor, Pathans Building Complex,
Round South, Near Ragam Theatre, Thrissur.
Ph: 0487 - 2429820, 2429821

JOBISH JOHNSON
CENTER HEAD
CADCENTER, INDIAN EDUCATION ENTERPRISES (P) LTD

WITNESS:

1. Shoy. T.S
APCE, RCET. 
2. Bijumon. p. 

DEPARTMENT OF COMPUTER
SCIENCE AND ENGINEERING



കേരളം KERALA

BM 791325

This Memorandum of Understanding (MOU) made and executed on this 28th day of February 2017 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. SP Subramaniyan**(which expression shall include its successor and assigns) of the first part:

And

Vidya Academy of Science and Technology IT Division a company registered and having its Branch Office at 2nd Floor, SunTowers, East Fort, Thrissur – Pin680005 and represented By **Mr. Krishna Prasad M.K, Manager**, herein after referred to as **VAST-ITD**(which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

No: 61014 . VALUE Rs. 100/-

[Signature]

[Signature]

[Signature]
C. I. VARGHESE
VENDOR No: 31
THRISUR

28 FEB 2017



And whereas both **RCET&VAST-ITD** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and VAST-ITD** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

VAST-ITD will conduct a job oriented course **CCNA (Cisco Certified Network Associate)** at **RCET** premises for the Identified Final Year Computer Science, and Electronics & communication Engineering students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **CCNA (Cisco Certified Network Associate)**
- b) The Duration of the training will be 20 working days 6 Hrs per day total of 120 Hrs
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **VAST-ITD**. **RCET** shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- c) "The single point of contact" will be defined first and is responsible for marking attendance and share it through e mail to the manager of VAST- ITD at every weekends

3 RESPONSIBILITIES OF VAST-ITD

- a) **VAST-ITD** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **VAST-ITD**
- b) **VAST-ITD** shall depute the required faculty/ faculties for the course
- c) **VAST-ITD** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **VAST ITD** ensures availability networking equipment necessary for the hands on Lab other than computers
- e) **VAST-ITD** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **VAST-ITD** shall design, conduct and grade the assignment and examination during the course.
- g) **VAST-ITD** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **VAST-ITD** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.



4 JOINT RESPONSIBILITIES OF RCET AND VAST-ITD

- a) The final course certificate to the students who have undergone and successfully(completed the course conducted by and have paid the full fee and 75% of Attendance for the course shall be JOINTLY BE ISSUED BY **RCET AND VAST-ITD**)

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.8280/- per student for 25 students. However RCET will retain 1780/- per students as the handling charge. Hence **VAST-ITD** will be receive the fees as Rs. 6500 per student.
- 2) RCET is responsible for arranging 25 students for the course. However RCET will be responsible for paying fees of 25 students regardless of number of enrollments
- 3) Payment terms: 50 % + Full service tax at the time of course commencement, 50% after completing half course period
- 4) The mode of payment will be by Cheque / DD


6 CONFIDENTIALITY:

Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOUAND ADJSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

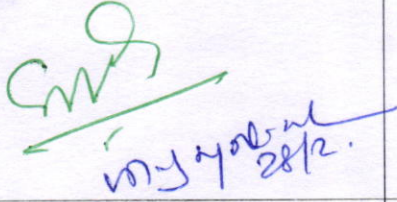
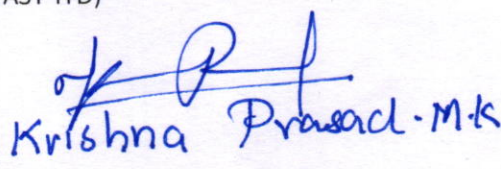
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.
3. The life of this agreement will ends at the completion of the first batch.

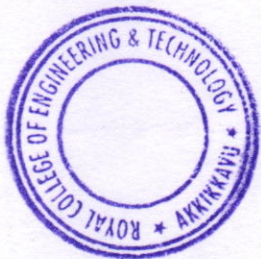
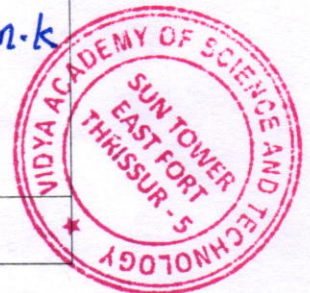


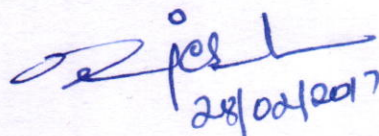
Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

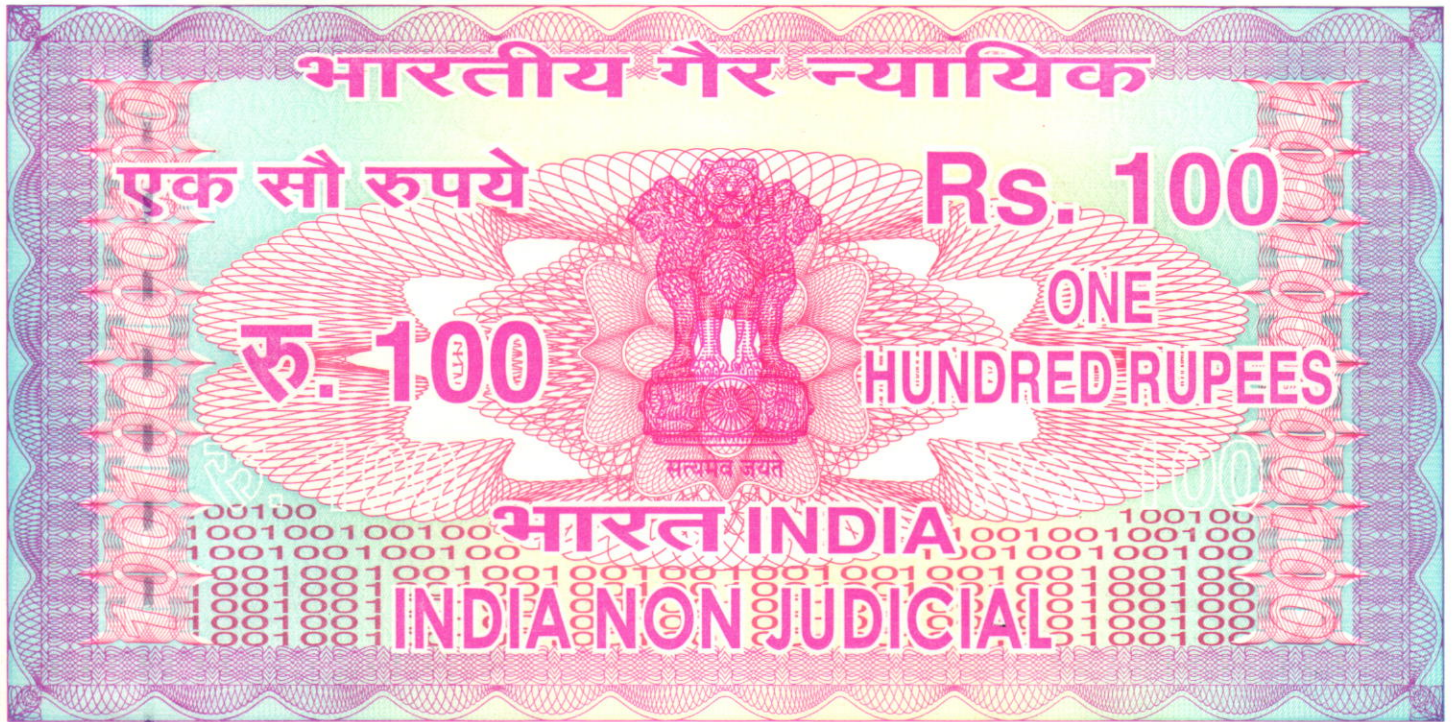
In WITNESS WHERE OF The parties hereto have executed this MOU on the 28 day of February, 2017

Royal College of Engineering & Technology (RECT)	For Vidya Academy of Science & Technology, IT Division (VAST-ITD)
	
Signature	Signature
Name Of Authorised Signatory <u>Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.</u> Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Name of Authorised Signatory <u>Krishna Prasad M.K.</u> MANAGER IT VIDYA ACADEMY OF SCIENCE AND TECHNOLOGY 11 Floor, Sun Tower, East Fort, Thrissur
Date <u>28/2/2017</u>	Date <u>28/2/2017</u>




28/02/2017

RAJESH V.A.
VAST IT Division




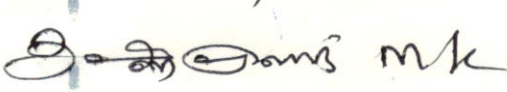

കേരളം KERALA

BM 791325

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And

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No: 61014 . VALUE Rs. 100/-




C. I. VARGHESE
VENDOR No: 31
THRISUR

28 FEB 2017



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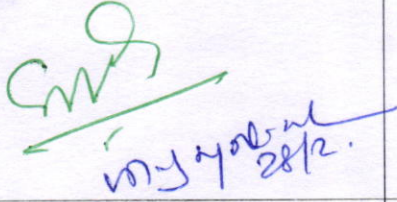
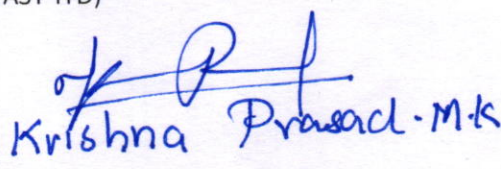
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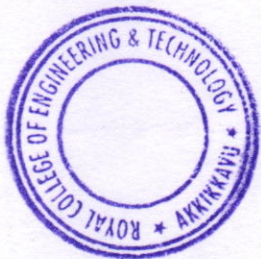
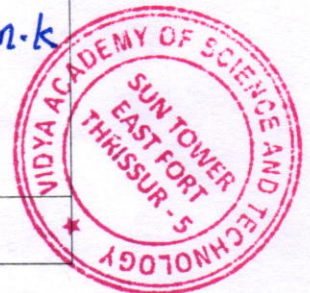


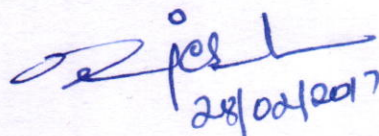
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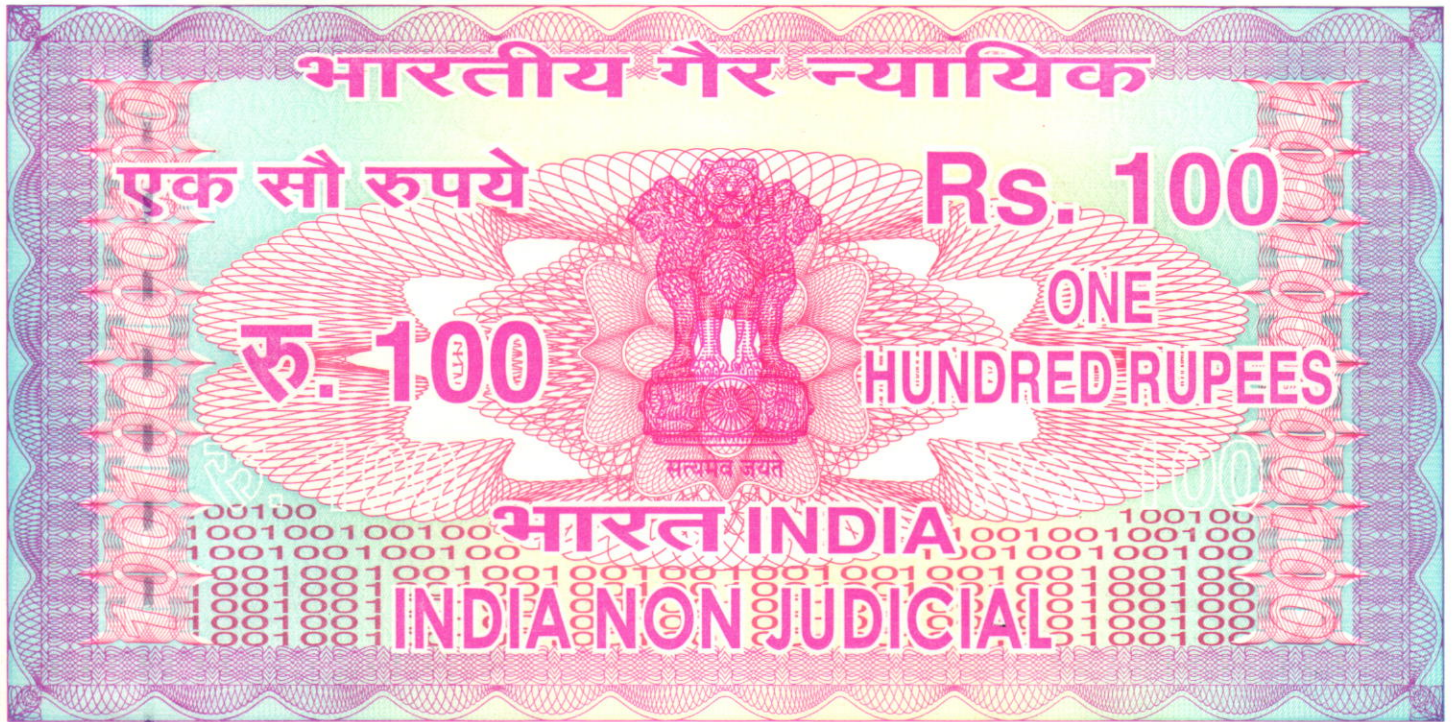
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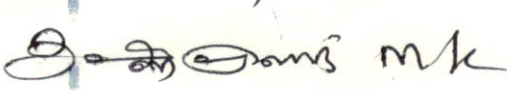

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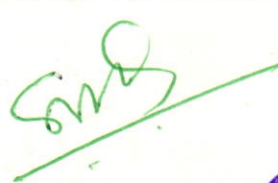

BM 791325

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No: 61014 . VALUE Rs. 100/-




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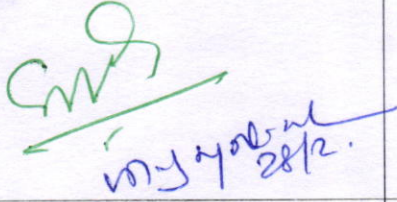
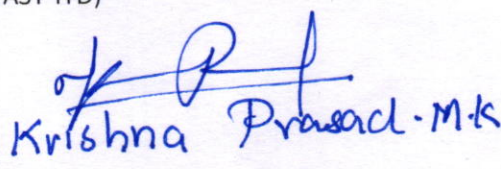
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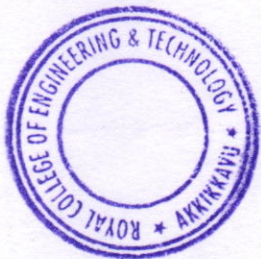
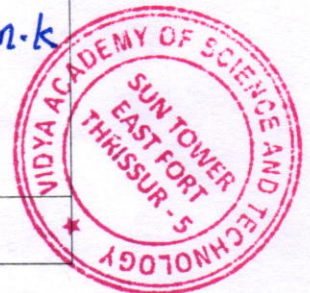


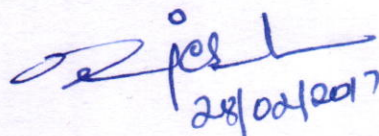
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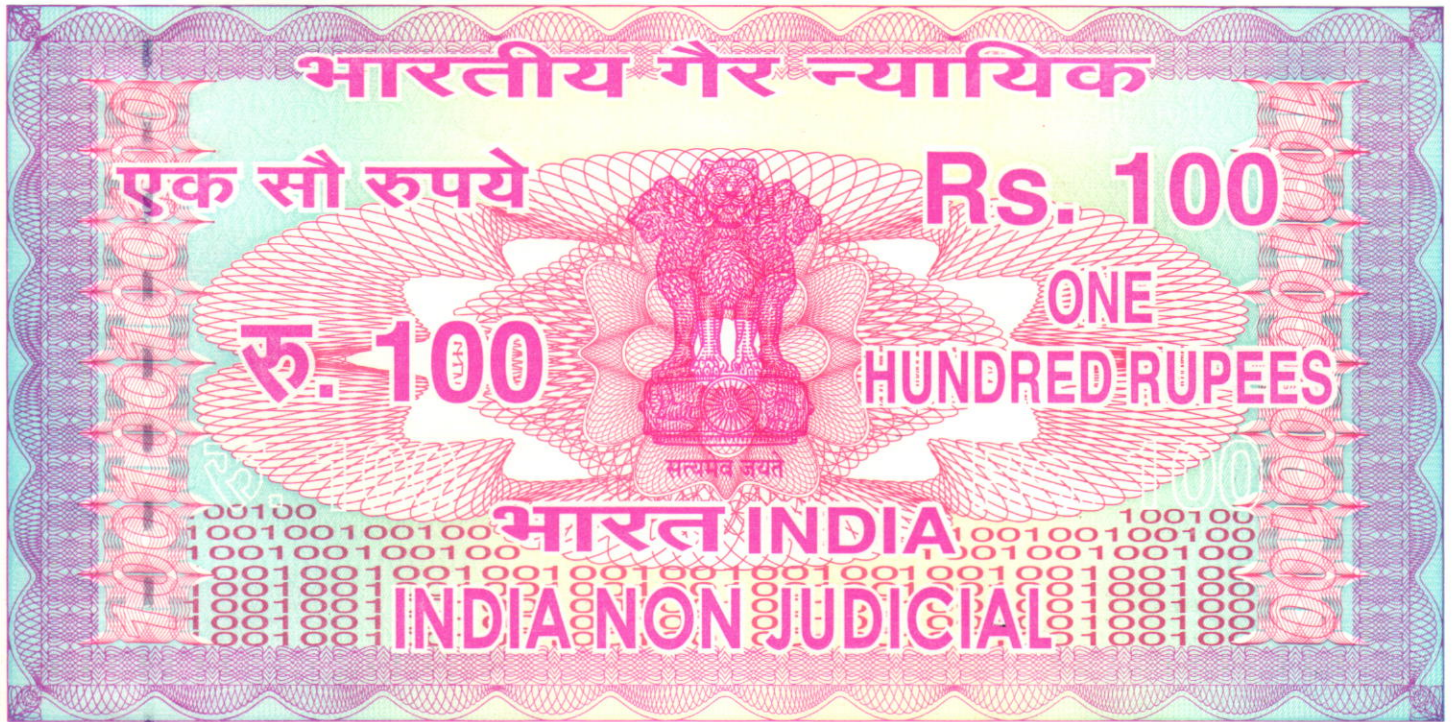
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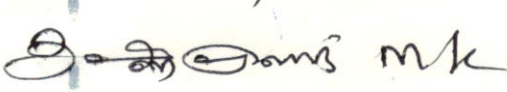

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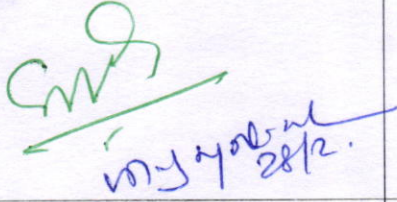
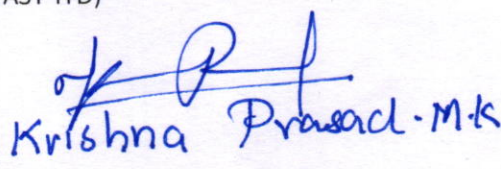
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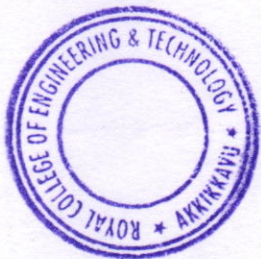
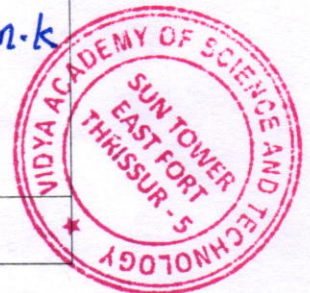


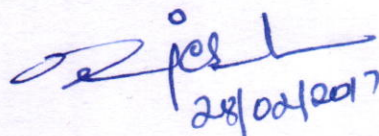
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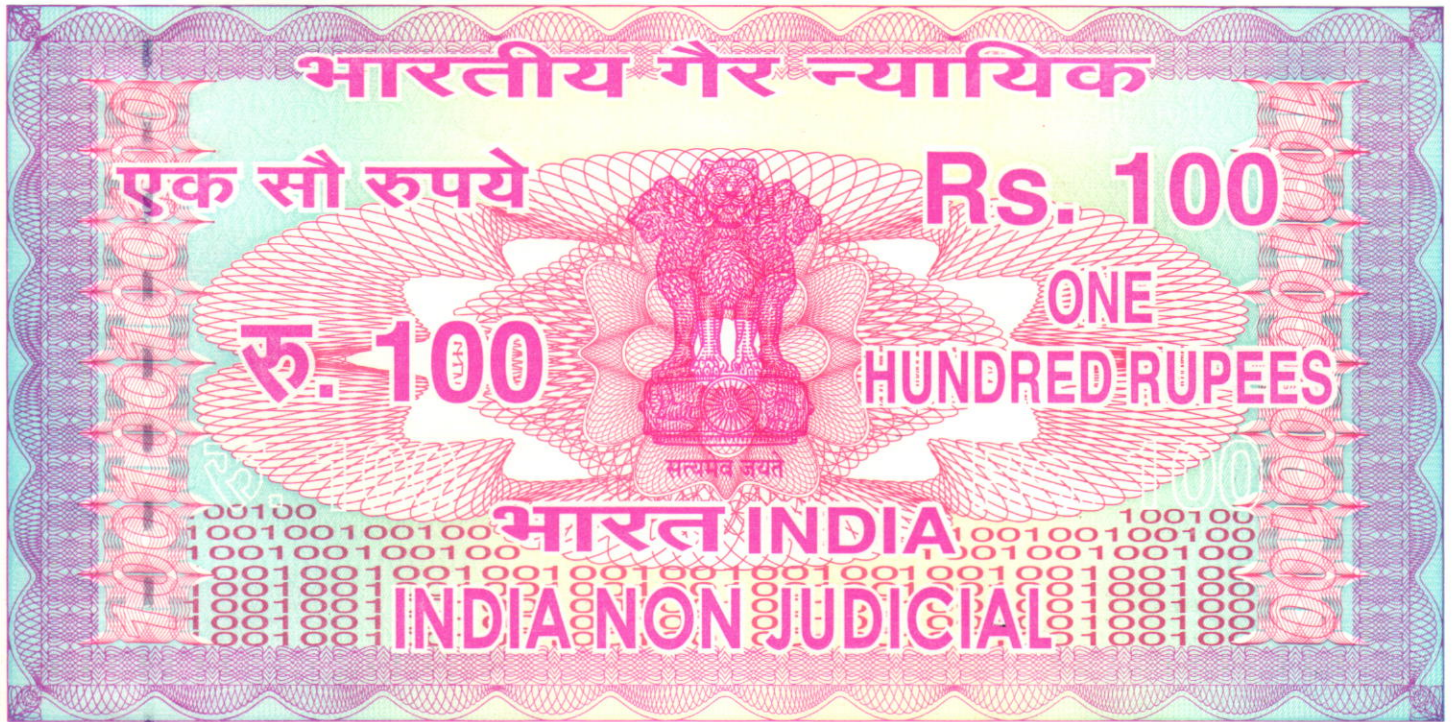
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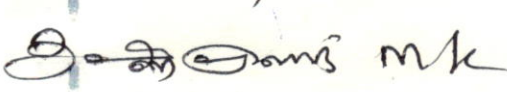

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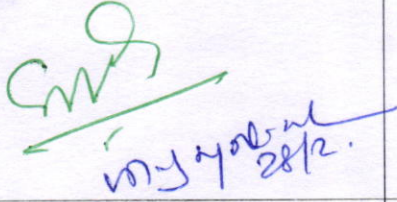
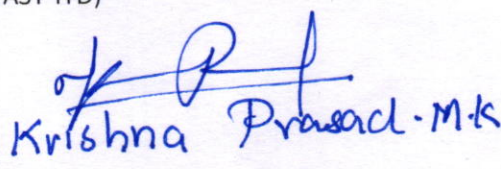
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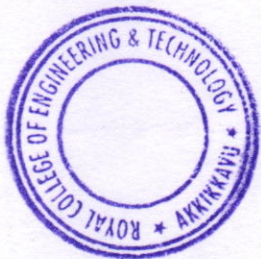
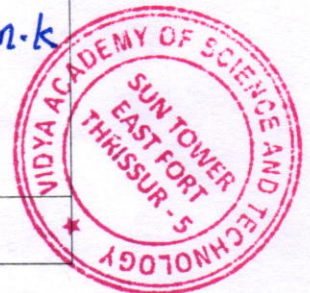


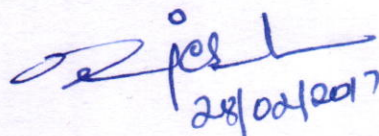
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Royal College of Engineering & Technology (RECT)	For Vidya Academy of Science & Technology, IT Division (VAST-ITD)
	
Signature	Signature
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Date <u>28/2/2017</u>	Date <u>28/2/2017</u>




28/02/2017

RAJESH V.A.
VAST IT Division

Amendment

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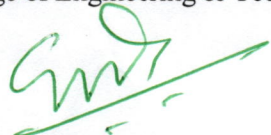
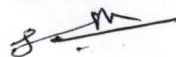

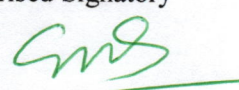

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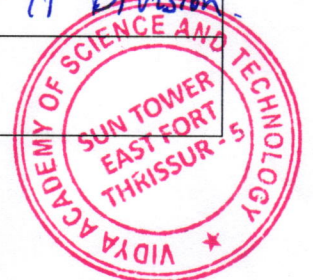


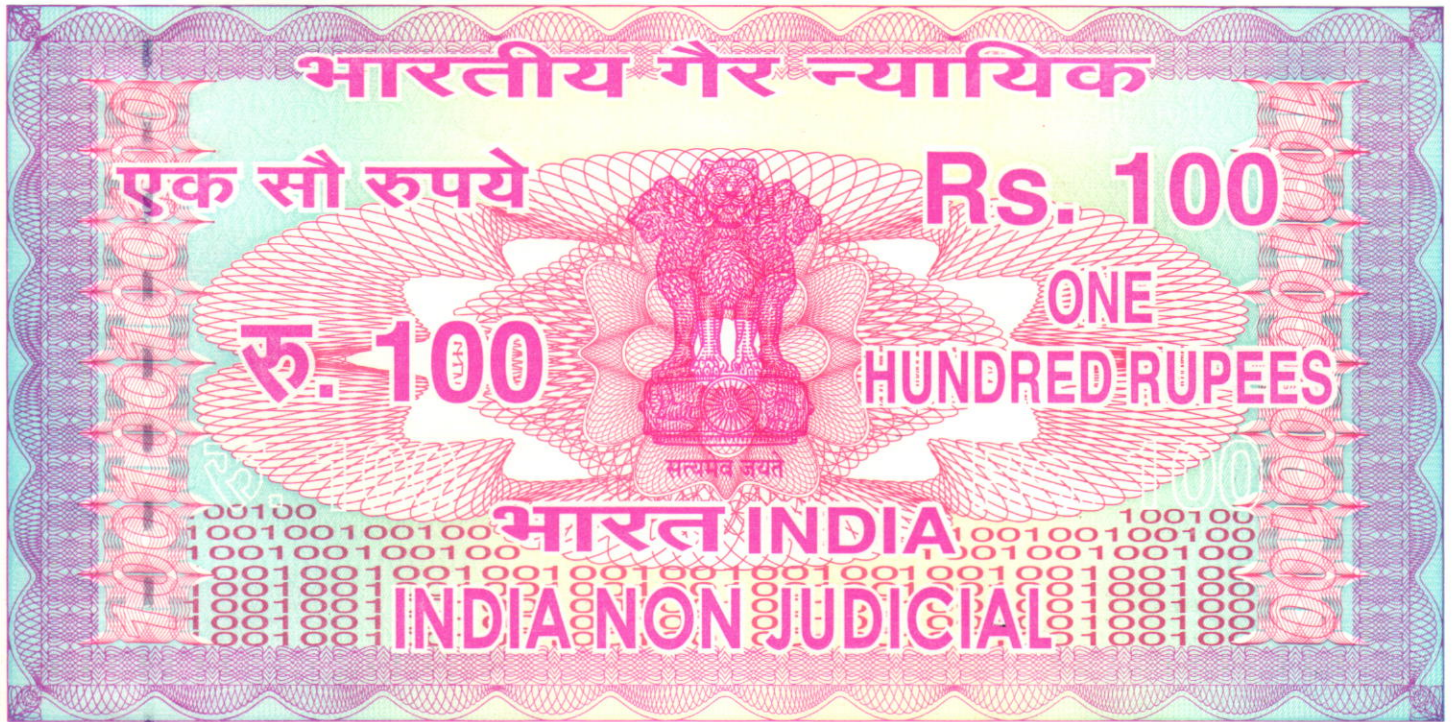
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<p>Date: 1. 11. 2017</p>	<p>Date:</p>






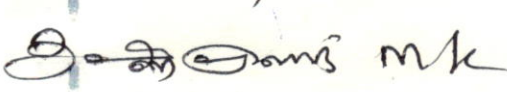

കേരളം KERALA

BM 791325

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No: 61014 . VALUE Rs. 100/-




C. I. VARGHESE
VENDOR No: 31
THRISUR

28 FEB 2017



And whereas both **RCET&VAST-ITD** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

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Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

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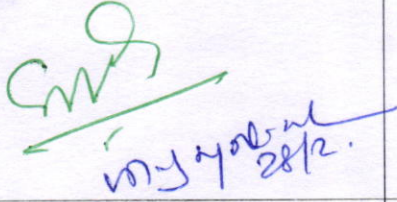
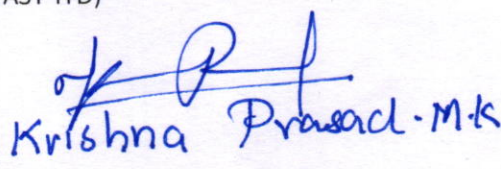
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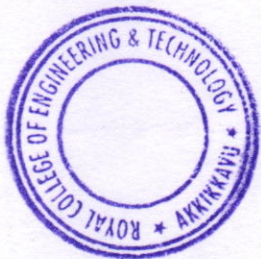
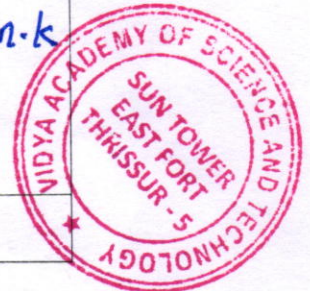


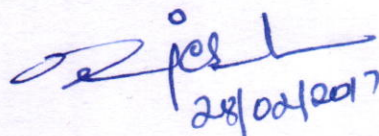
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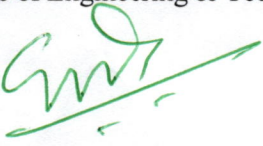
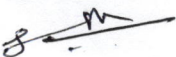

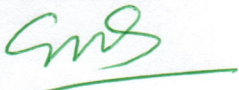

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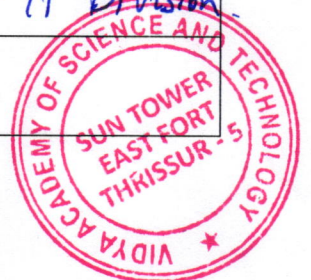


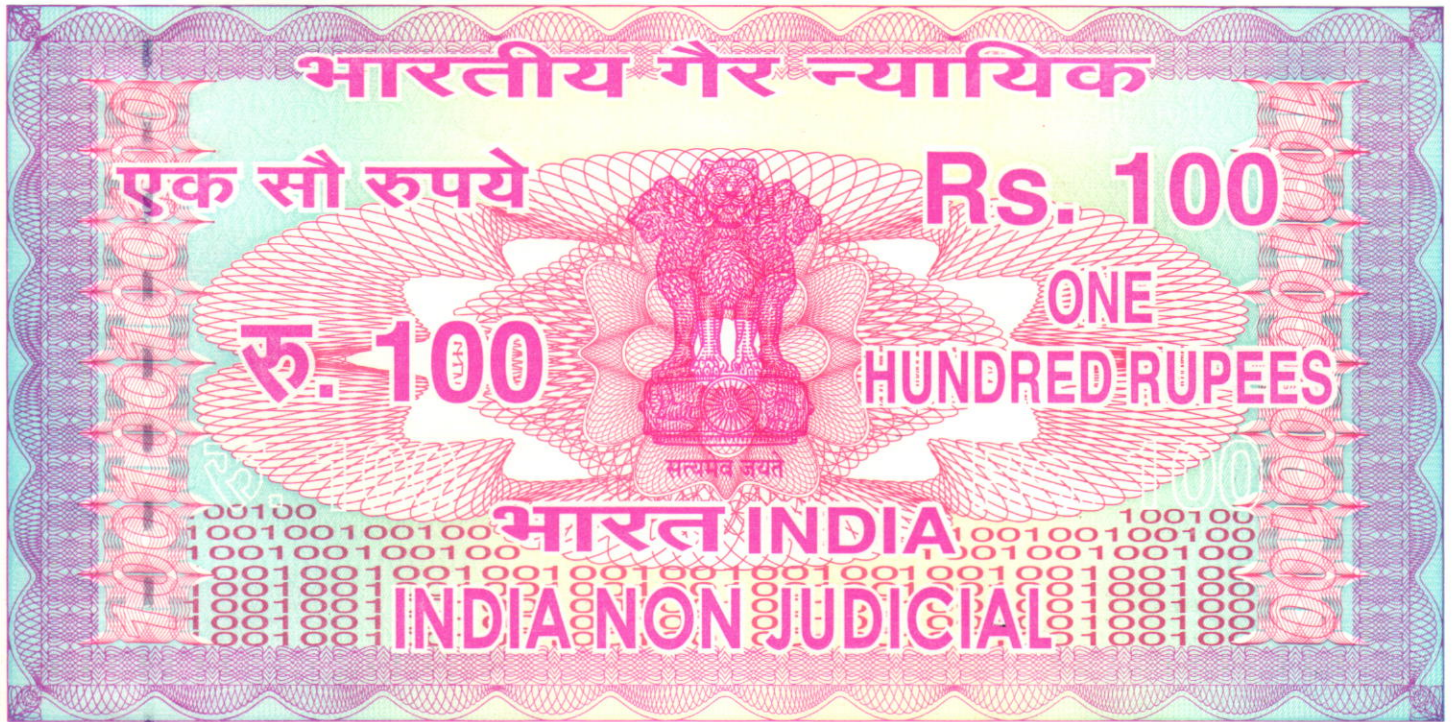
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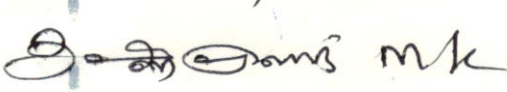

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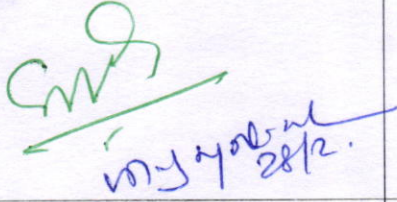
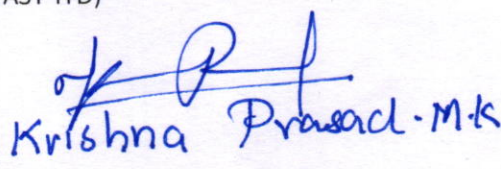
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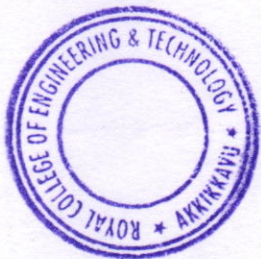
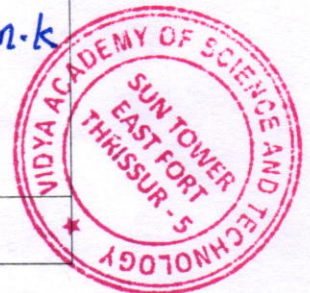


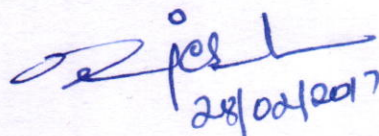
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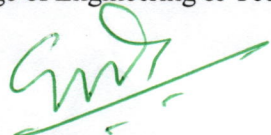
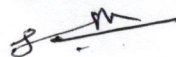

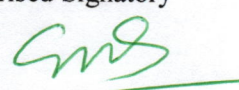

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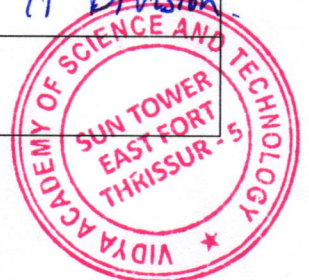


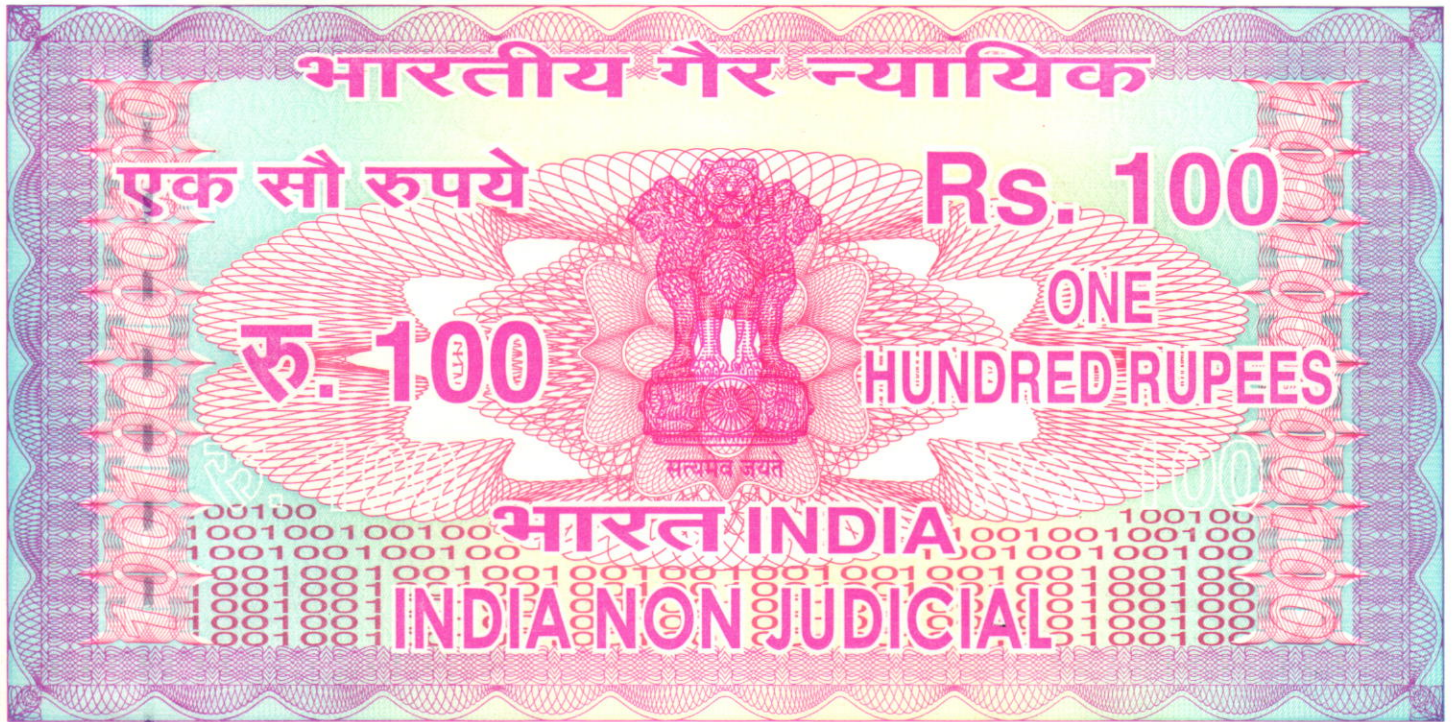
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<p>Royal College of Engineering & Technology (RCET)</p> <p>1. </p> <p>2. SREEJITH R HOD CSE RCET</p> <p></p>	<p>For Vidya Academy of Science & Technology. IT- Division (VAST-ITD)</p> <p> Krishna Prasad-M.K</p>
<p>Signature</p> <p>Name of Authorised Signatory</p> <p>1. </p> <p>2. SREEJITH R PRINCIPAL ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY AKKIKAVU</p>	<p>Signature</p> <p>Name of Authorised Signatory</p> <p>Krishna Prasad. M.K Manager Vidya Academy of Science & Technology IT Division</p>
<p>Date: 1. 11. 2017</p>	<p>Date:</p>






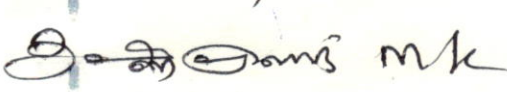

കേരളം KERALA

BM 791325

This Memorandum of Understanding (MOU) made and executed on this 28th day of February 2017 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. SP Subramaniyan**(which expression shall include its successor and assigns) of the first part:

And

Vidya Academy of Science and Technology IT Division a company registered and having its Branch Office at 2nd Floor, SunTowers, East Fort, Thrissur – Pin680005 and represented By **Mr. Krishna Prasad M.K, Manager**, herein after referred to as **VAST-ITD**(which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part


No: 61014 . VALUE Rs. 100/-




C. I. VARGHESE
VENDOR No: 31
THRISUR

28 FEB 2017



And whereas both **RCET&VAST-ITD** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and VAST-ITD** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

VAST-ITD will conduct a job oriented course **CCNA (Cisco Certified Network Associate)** at **RCET** premises for the Identified Final Year Computer Science, and Electronics & communication Engineering students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **CCNA (Cisco Certified Network Associate)**
- b) The Duration of the training will be 20 working days 6 Hrs per day total of 120 Hrs
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **VAST-ITD**. **RCET** shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- c) "The single point of contact" will be defined first and is responsible for marking attendance and share it through e mail to the manager of VAST- ITD at every weekends

3 RESPONSIBILITIES OF VAST-ITD

- a) **VAST-ITD** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **VAST-ITD**
- b) **VAST-ITD** shall depute the required faculty/ faculties for the course
- c) **VAST-ITD** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **VAST ITD** ensures availability networking equipment necessary for the hands on Lab other than computers
- e) **VAST-ITD** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **VAST-ITD** shall design, conduct and grade the assignment and examination during the course.
- g) **VAST-ITD** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **VAST-ITD** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.



4 JOINT RESPONSIBILITIES OF RCET AND VAST-ITD

- a) The final course certificate to the students who have undergone and successfully(completed the course conducted by and have paid the full fee and 75% of Attendance for the course shall be JOINTLY BE ISSUED BY **RCET AND VAST-ITD**)

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.8280/- per student for 25 students. However RCET will retain 1780/- per students as the handling charge. Hence **VAST-ITD** will be receive the fees as Rs. 6500 per student.
- 2) RCET is responsible for arranging 25 students for the course. However RCET will be responsible for paying fees of 25 students regardless of number of enrollments
- 3) Payment terms: 50 % + Full service tax at the time of course commencement, 50% after completing half course period
- 4) The mode of payment will be by Cheque / DD


6 CONFIDENTIALITY:

Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOUAND ADJSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

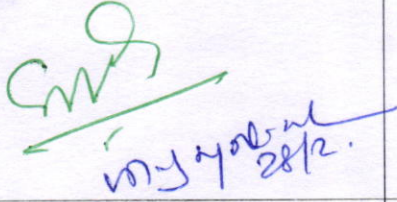
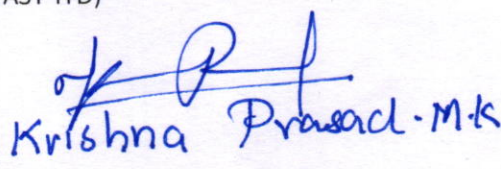
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.
3. The life of this agreement will ends at the completion of the first batch.

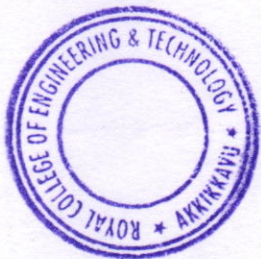
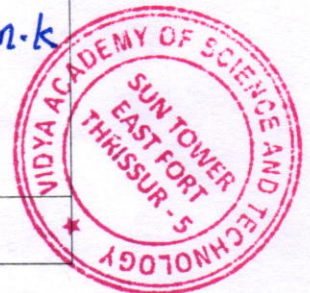


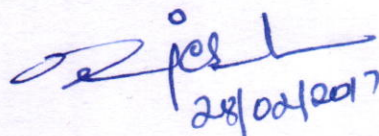
Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 28 day of February, 2017

Royal College of Engineering & Technology (RECT)	For Vidya Academy of Science & Technology, IT Division (VAST-ITD)
	
Signature	Signature
Name Of Authorised Signatory <u>Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.</u> Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Name of Authorised Signatory <u>Krishna Prasad M.K.</u> MANAGER IT VIDYA ACADEMY OF SCIENCE AND TECHNOLOGY 11 Floor, Sun Tower, East Fort, Thrissur
Date <u>28/2/2017</u>	Date <u>28/2/2017</u>




28/02/2017

RAJESH V.A.
VAST IT Division

Amendment

In continuation of **Memorandum Of Understanding (MOU) (NO: BM 791325 dated on 28th February 2017)** between **Royal College of Engineering and Technology**, an educational institution in Engineering & Technology and located at Chiramanangad P.O., Akkikkavu, Thrissur. Pin: 680604 Kerala, herein after called **RCET** and represented by **Principal Dr. S P Subramaniyan**.

And


Vidya Academy of Science and Technology IT Division, a company registered and having its branch office at 2nd floor, SunTowers, East Fort, Thrissur – Pin: 680005, Kerala, herein after referred to as **VAST-ITD** and represented by **Manager Mr. Krishna Prasad M K**.

And whereas both **RCET & VAST-ITD** have agreed to continue the 'strategic alliance' (**NO: BM 791325 dated on 28th February 2017**) till end of **30th April 2018** for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit with an amendment in the MOU.

FEES STRUCTURE AND MODE OF PAYMENT

1. The course fee is mutually agreed as RS.7400/- per student for 30 students. However RCET will retain Rs.700/- per student as the handling charge. Hence VAST-ITD will be receive the fees as RS. 6700/- per student (including service tax, GST).
2. Payment terms: 50% + Full service tax at the time of course commencement, 50% after completing half course period
3. The mode of payment will be by Cheque / DD.



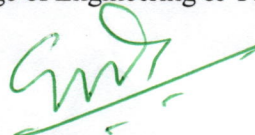
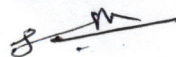

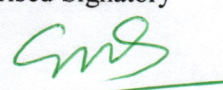

(SREERAJ K)

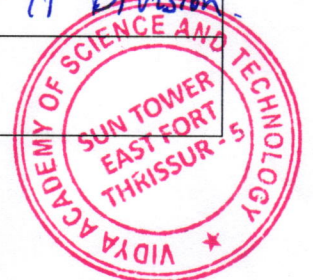


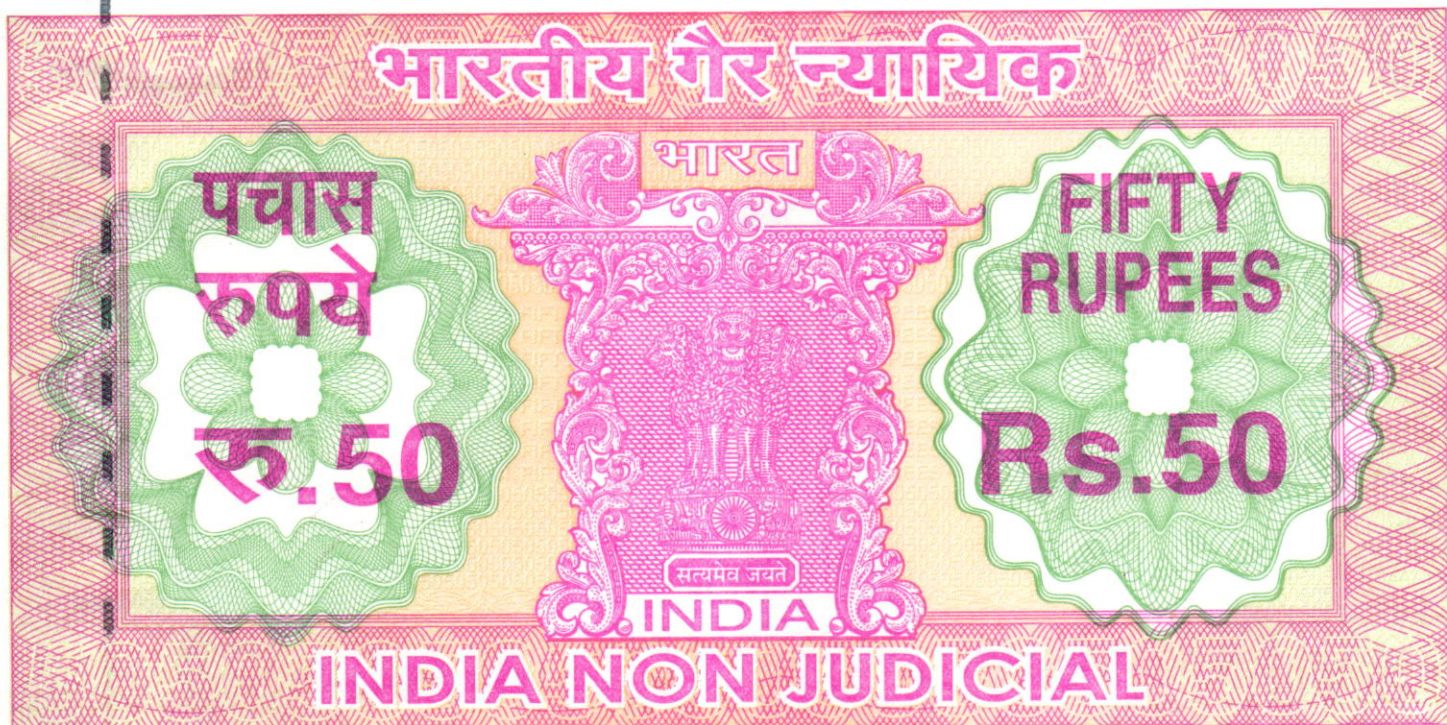
Authorised Representatives

Both parties have to declare that their duly authorized representatives and shall execute this amendment.

IN WITNESS WHERE OF The parties hereto have executed this amendement on the 28 day of April 2018.

<p>Royal College of Engineering & Technology (RCET)</p> <p>1. </p> <p>2. SREEJITH R HOD CSE RCET</p> <p></p>	<p>For Vidya Academy of Science & Technology. IT- Division (VAST-ITD)</p> <p> Krishna Prasad-M.K</p>
<p>Signature</p> <p>Name of Authorised Signatory</p> <p>1. </p> <p>2. SREEJITH R PRINCIPAL ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY AKKIKAVU</p>	<p>Signature</p> <p>Name of Authorised Signatory</p> <p>Krishna Prasad. M.K Manager Vidya Academy of Science & Technology IT Division</p>
<p>Date: 1. 11. 2017</p>	<p>Date:</p>





കേരളം KERALA


BN 781736

This Memorandum of Understanding (MOU) made and executed on this 14th day of September 2018 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. S P Subramaniyan** (which expression shall include its successor and assigns) of the first part:

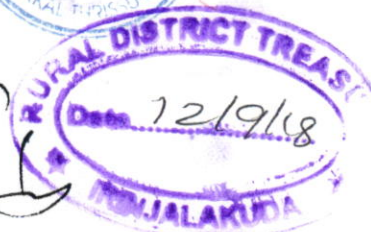
And

Grapes Technologies a company registered and having its Branch Office at Shanoj Building, Oposite To Devamatha Church, Patturaikkal, Thrissur-680020 and represented By **Mr. Gopikrishnan P G**, **Managing Partner**, herein after referred to as **GRAPES** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

And whereas both **RCET & GRAPES** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

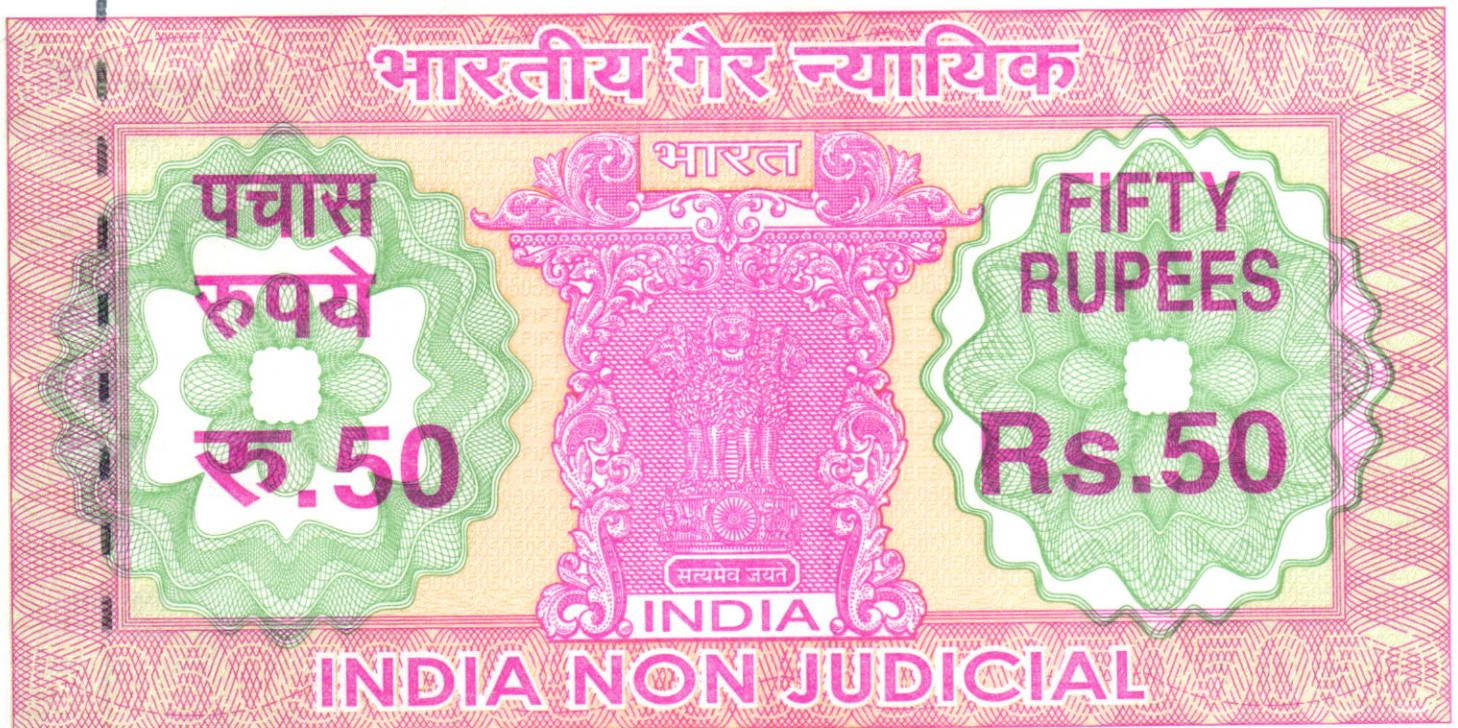

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

NO. 16685
Grapes Technologies.
Thiruvembady. P.O,
Patturaikkal, Thrissur



P.P. PAULSON
Vendor No. 73
Irinjalakuda

14/9/18



കേരളം KERALA

BN 781737

And whereas, on the faith and strength of such representation and warranty, both **RCET** and **GRAPES** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

GRAPES will conduct a job oriented course **Full Stack Development** at **RCET** premises for the Identified Final Year **Computer Science** Engineering students of **RCET**

1 COURSE DETAILS:

- The Name of Course will be **Full Stack Developer Course**
- The duration of the training will be 30 days – 6Hrs per day: Total 180 Hrs
- The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- RCET** shall appoint "single point of contact" who will be the coordinator for the course
- RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **GRAPES**. **RCET** shall be responsible for collection of the fees and pay the same to **GRAPES** according to the mutually agreed rate structure

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Grapes Technologies

Thiruvambady P.O.,

Palakkad, Thrissur



For GRAPES TECHNOLOGIES

Mg. Partner

P.P. PAULSON
Vendor No. 14
Irinjalakuda

12/9/18

14/9/18

- c) **RCET** shall take care of the accommodation of the faculties from **GRAPES** on training days, in the college Hostel.

3 RESPONSIBILITIES OF GRAPES

- a) **GRAPES** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **GRAPES**
- b) **GRAPES** shall depute the required faculty/ faculties for the course
- c) **GRAPES** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **GRAPES** shall supply all the necessary course ware (including hardware and software) to the students
- e) **GRAPES** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
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- h) **GRAPES** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** **GRAPES** guarantees placements to the best 5 of the students trained and recommended by the college Authorities.

- Location of placements: Anywhere in Kerala
- Nature Of Job : Full Stack Developer, Software Engineer, IT Support
- **Starting Salary** : The starting Salary of the students who are going to be placed by **GRAPES** will be in the range of Minimum Rs. 5000 to Rs. 9000/ Month.
- Process: **GRAPES** will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

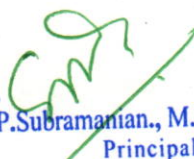
4 JOINT RESPONSIBILITIES OF RCET AND GRAPES

- a) The final course certificate to the students who have undergone and successfully completed the course, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **GRAPES**

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.2000/- per student for 30 students.
- 2) Mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



For GRAPES TECHNOLOGIES

Mg. Partner

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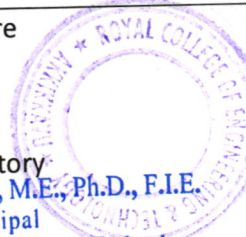

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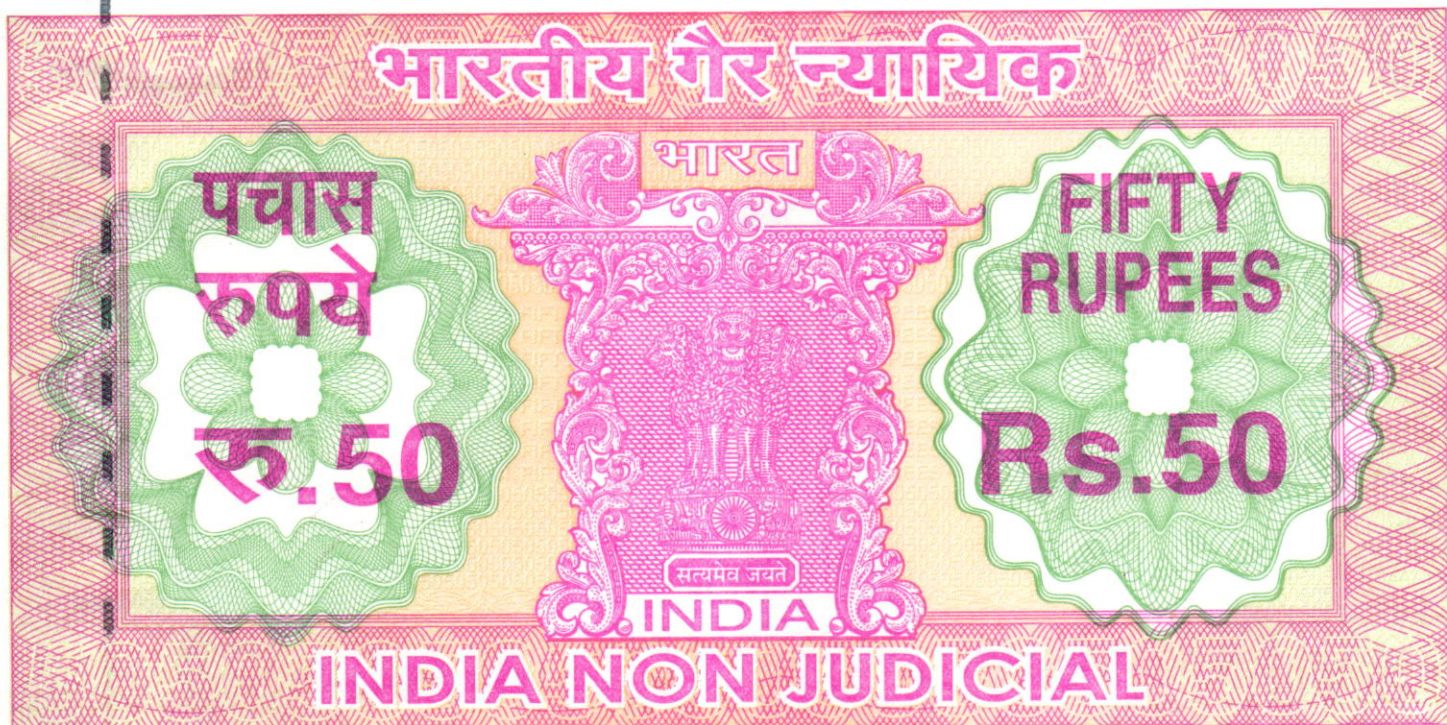
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 14th day of September 2018

Royal College of Engineering & Technology (RECT) 	For Grapes Technologies, (GRAPES) 
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory For GRAPES TECHNOLOGIES THIRUVAMBADY KURAIKKAL, THRISSUR-680 022 Mg.Panier
Date 15/09/18	Date 15/09/18



കേരളം KERALA


BN 781736

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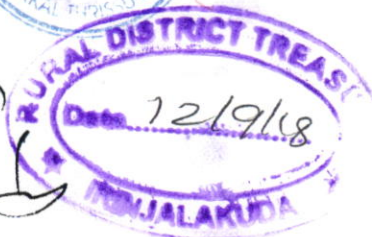
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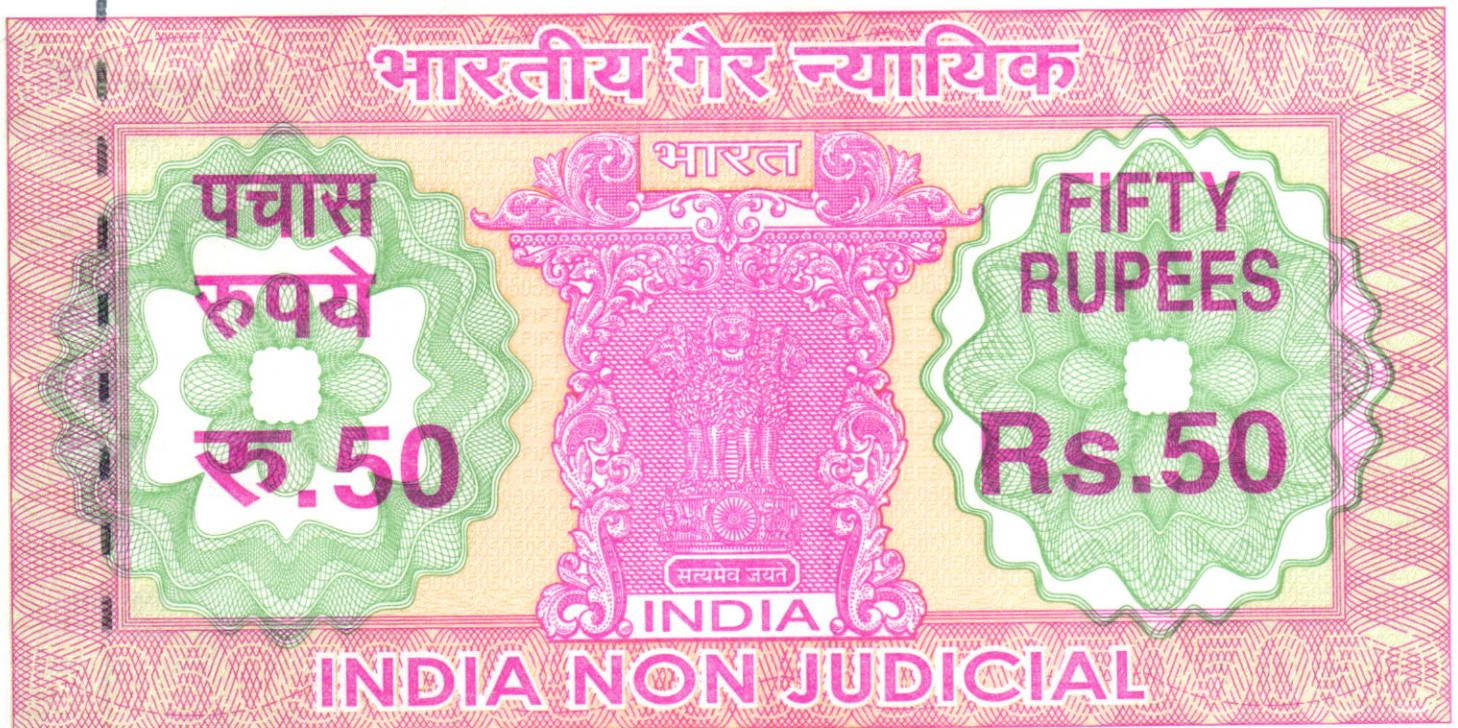

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
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Chiramanangad P.O., Thrissur Dist - 680604

NO. 16685
Grapes Technologies.
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Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Grapes Technologies

Thiruvambady P.O.,

Palakkad, Thrissur



For GRAPES TECHNOLOGIES

Md. Partner

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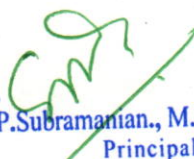
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- 1) The course fee is mutually agreed as Rs.2000/- per student for 30 students.
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6 CONFIDENTIALITY:


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



For GRAPES TECHNOLOGIES

Mg. Partner

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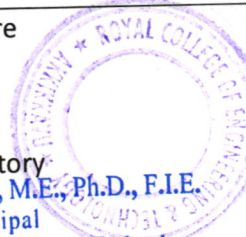

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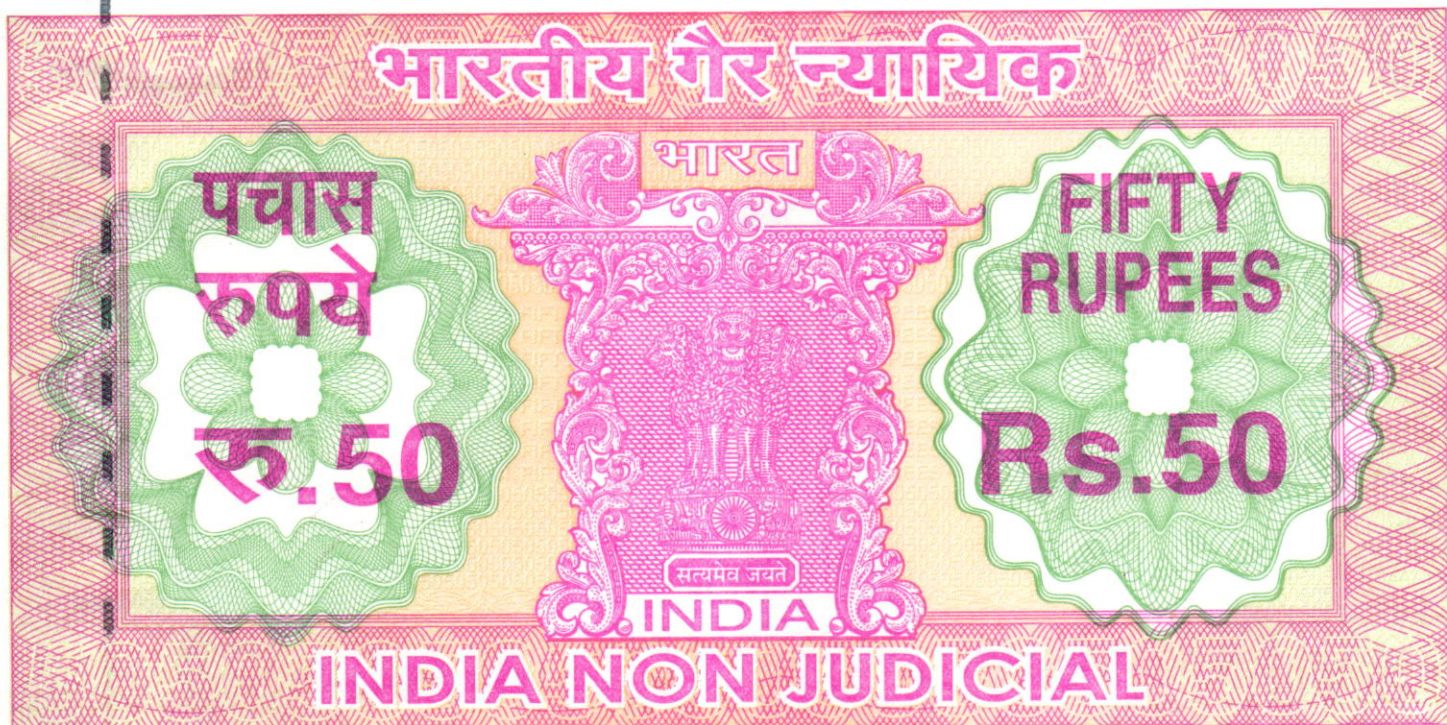
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Royal College of Engineering & Technology (RECT) 	For Grapes Technologies, (GRAPES) 
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory For GRAPES TECHNOLOGIES Mg.Panier
Date 15/09/18	Date 15/09/18



കേരളം KERALA


BN 781736

This Memorandum of Understanding (MOU) made and executed on this 14th day of September 2018 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. S P Subramaniam** (which expression shall include its successor and assigns) of the first part:

And

Grapes Technologies a company registered and having its Branch Office at Shanoj Building, Oposite To Devamatha Church, Patturaikkal, Thrissur-680020 and represented By **Mr. Gopikrishnan P G**, **Managing Partner**, herein after referred to as **GRAPES** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

And whereas both **RCET & GRAPES** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

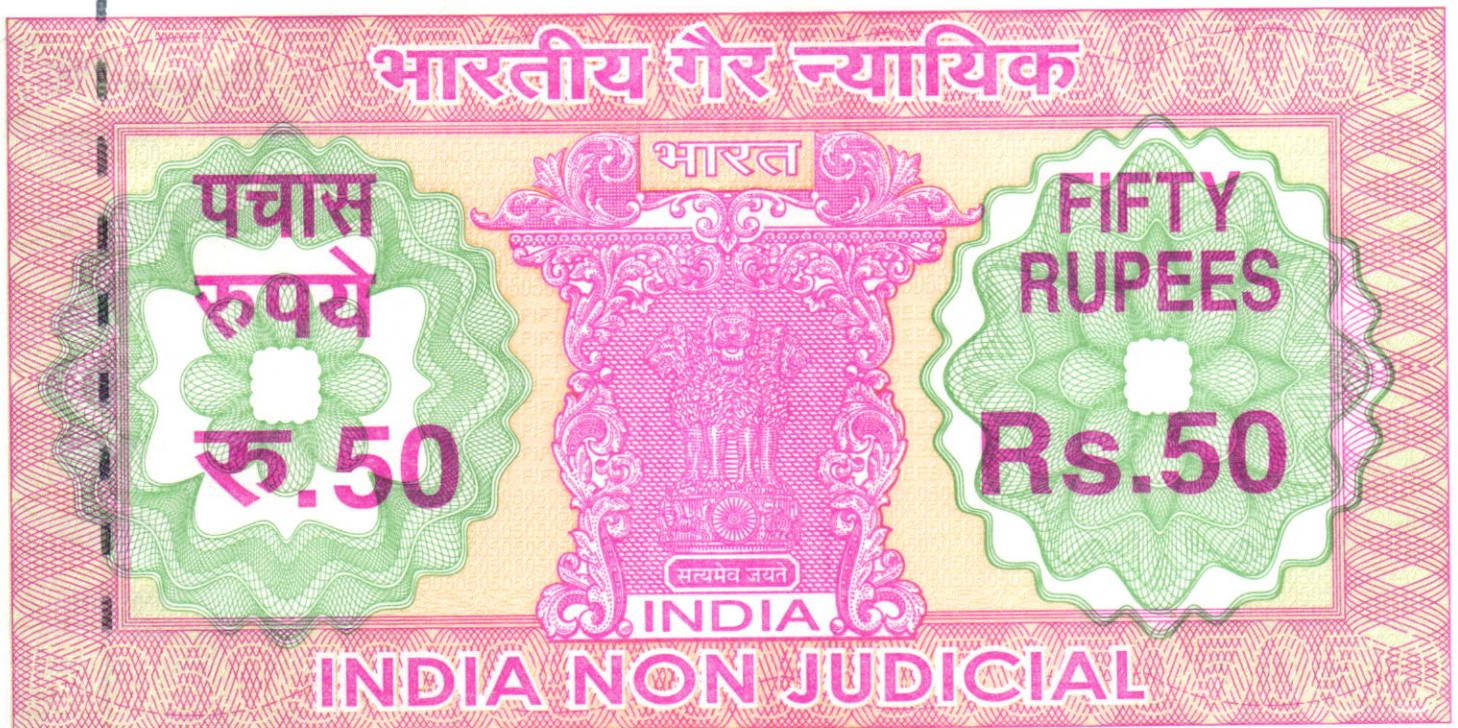

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

NO. 16685
Grapes Technologies.
Thiruvembady. P.O,
Patturaikkal, Thrissur



P.P. PAULSON
Vendor No. 73
Irinjalakuda

14/9/18



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And whereas, on the faith and strength of such representation and warranty, both **RCET** and **GRAPES** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

GRAPES will conduct a job oriented course **Full Stack Development** at **RCET** premises for the Identified Final Year **Computer Science** Engineering students of **RCET**

1 COURSE DETAILS:

- The Name of Course will be **Full Stack Developer Course**
- The duration of the training will be 30 days – 6Hrs per day: Total 180 Hrs
- The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- RCET** shall appoint “single point of contact” who will be the coordinator for the course
- RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **GRAPES**. **RCET** shall be responsible for collection of the fees and pay the same to **GRAPES** according to the mutually agreed rate structure

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Grapes Technologies

Thiruvambady P.O.,

Palakkad, Thrissur



For GRAPES TECHNOLOGIES

Mg. Partner

P.P. PAULSON
Vendor No. 14
Irinjalakuda

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- c) **RCET** shall take care of the accommodation of the faculties from **GRAPES** on training days, in the college Hostel.

3 RESPONSIBILITIES OF GRAPES

- a) **GRAPES** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **GRAPES**
- b) **GRAPES** shall depute the required faculty/ faculties for the course
- c) **GRAPES** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **GRAPES** shall supply all the necessary course ware (including hardware and software) to the students
- e) **GRAPES** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **GRAPES** shall design, conduct and grade the assignment and examination during the course.
- g) **GRAPES** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **GRAPES** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** **GRAPES** guarantees placements to the best 5 of the students trained and recommended by the college Authorities.

- Location of placements: Anywhere in Kerala
- Nature Of Job : Full Stack Developer, Software Engineer, IT Support
- **Starting Salary** : The starting Salary of the students who are going to be placed by **GRAPES** will be in the range of Minimum Rs. 5000 to Rs. 9000/ Month.
- Process: **GRAPES** will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

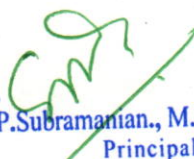
4 JOINT RESPONSIBILITIES OF RCET AND GRAPES

- a) The final course certificate to the students who have undergone and successfully completed the course, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **GRAPES**

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.2000/- per student for 30 students.
- 2) Mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



For GRAPES TECHNOLOGIES

Mg. Partner

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:



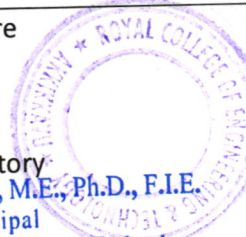

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

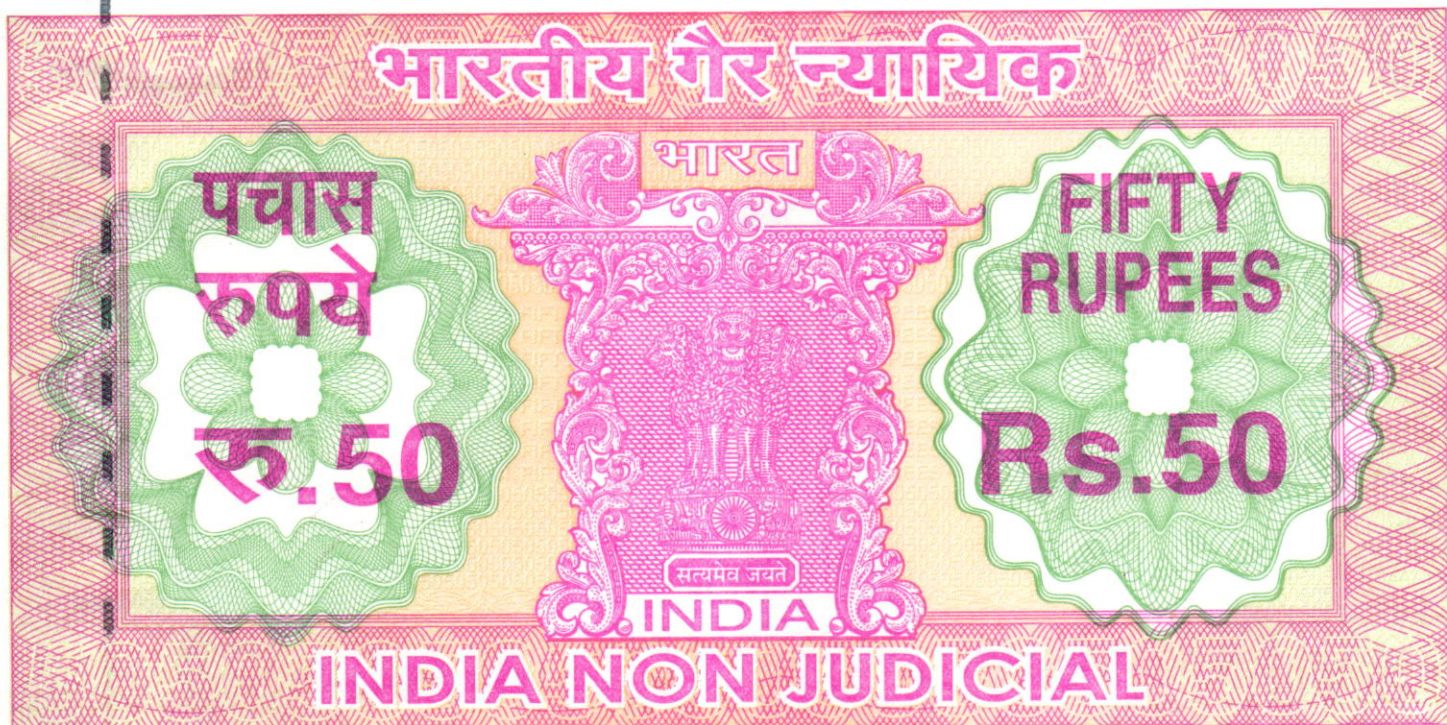
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 14th day of September 2018

Royal College of Engineering & Technology (RECT) 	For Grapes Technologies, (GRAPES) 
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory For GRAPES TECHNOLOGIES Mg.Panicker
Date 15/09/18	Date 15/09/18



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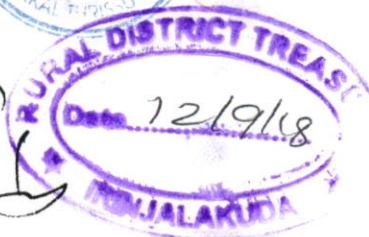
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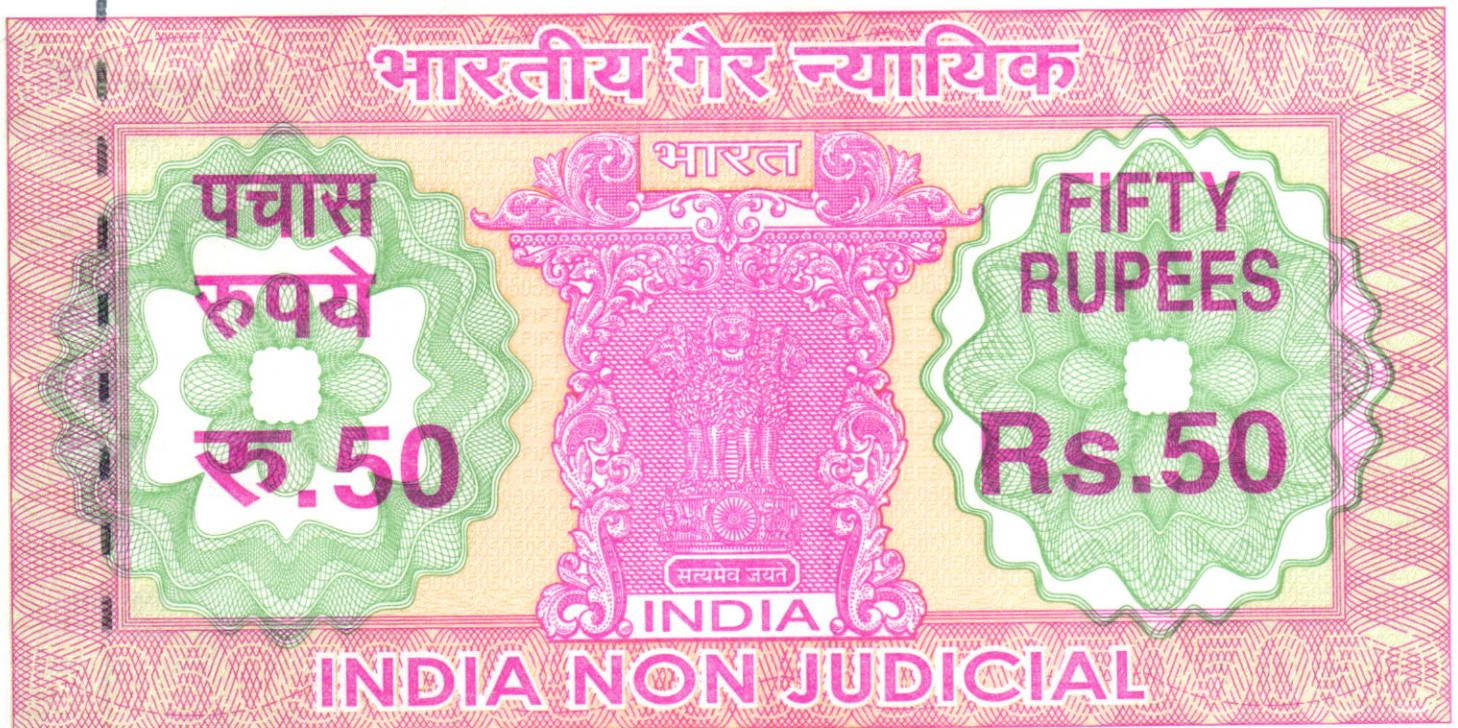

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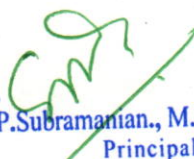
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Chiramanangad P.O., Thrissur Dist - 680604



For GRAPES TECHNOLOGIES

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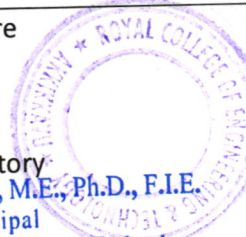

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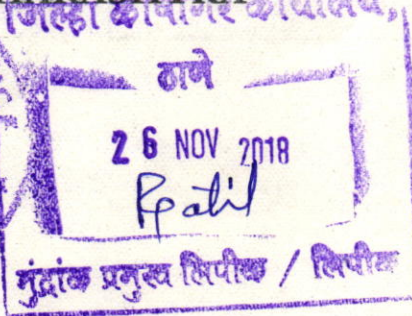
Royal College of Engineering & Technology (RECT) 	For Grapes Technologies, (GRAPES) 
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory For GRAPES TECHNOLOGIES Mg.Panicker
Date 15/09/18	Date 15/09/18



महाराष्ट्र MAHARASHTRA

2018

AM 593329



**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name: ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY	Contact Name: Aneesh Puthiya
Address: AKKIKAVU, P.O CHIRAMANANGAD, THRISSUR - 680604.	Email: aputhiya@redhat.com
Contact name: Dr.S.P SUBRAMANIAN	Tel.no. +91 -22-61147506
Email: principal@royalcet.ac.in	Fax:
Telephone: 04885-271121	

Territory	Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal
India	Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



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दिनांक

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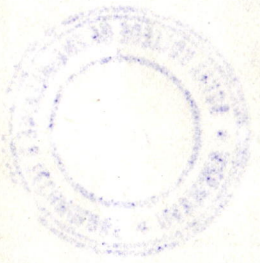
Agreement

मुद्रांक विक्री नोंदवही अनु क्रमांक
दस्तावा प्रकार
दस्ता नोंदणी करणार आहेत का ? :- होय / ना ही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव
हस्त असल्यास त्याचे नाव, पत्ता
सही
दस्ता या पक्षकाराचे नाव
मुद्रांक शुल्क रक्कम
परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)
परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.
A-201, Supreme IT Park,
Near Sharma Cottage,
Supreme City (Behind Lake Castle)
Hiranandani Gardens, Powai
Mumbai - 400 076.
Tel.: 022 - 3987 8888



Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY

Signature

Printed Name

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Title

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Date



Red Hat India Private Limited

Signature

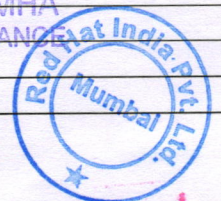
Printed Name

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

12/1/19



1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This



verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

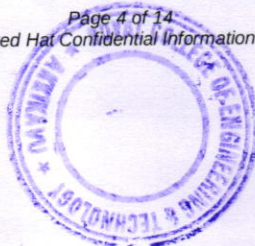
10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

Red Hat Partner Agreement
(India)

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanang P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



April 2018

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with



Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

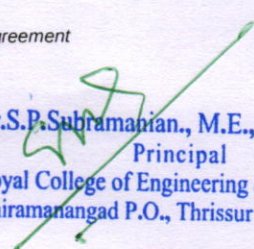
(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.



The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.



Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

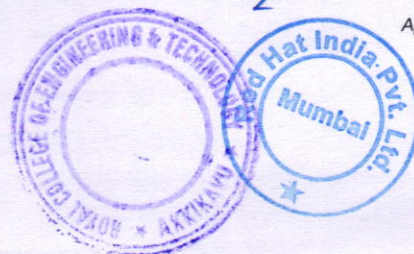
- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "**Initial Term**"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "**Renewal Term**"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "**Term**" and collectively the "**Appendix Term**."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

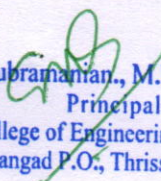
3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Red Hat Academy:



Red Hat Partner Agreement
(India)

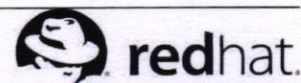

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April 2018

EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



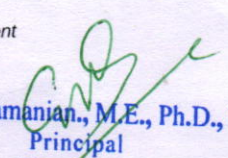
Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



Red Hat Partner Agreement
(India)


Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



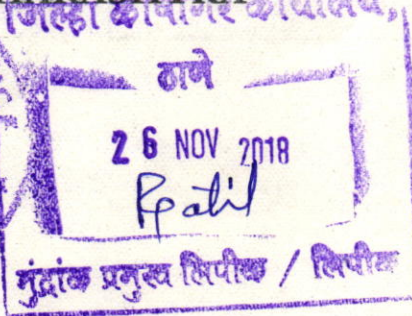
April 2018



महाराष्ट्र MAHARASHTRA

2018

AM 593329



**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name: ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY	Contact Name: Aneesh Puthiya
Address: AKKIKAVU, P.O CHIRAMANANGAD, THRISSUR - 680604.	Email: aputhiya@redhat.com
Contact name: Dr.S.P SUBRAMANIAN	Tel.no. +91 -22-61147506
Email: principal@royalcet.ac.in	Fax:
Telephone: 04885-271121	

Territory	Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
India	Principal

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



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दिनांक

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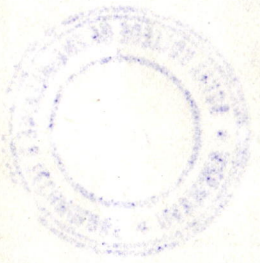
Agreement

मुद्रांक विक्री नोंदवही अनु क्रमांक
दस्तावा प्रकार
दस्ता नोंदणी करणार आहेत का ? :- होय / ना ही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव
हस्त असल्यास त्याचे नाव, पत्ता
सही
दस्ता या पक्षकाराचे नाव
मुद्रांक शुल्क रक्कम
परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)
परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.
A-201, Supreme IT Park,
Near Sharma Cottage,
Supreme City (Behind Lake Castle)
Hiranandani Gardens, Powai
Mumbai - 400 076.
Tel.: 022 - 3987 8888



Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY

Signature

Printed Name

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Title

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Date



Red Hat India Private Limited

Signature

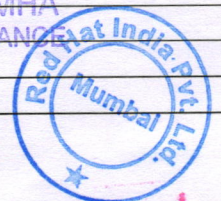
Printed Name

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

12/1/19



1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This



verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

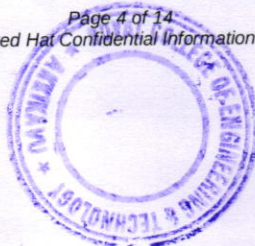
10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

Red Hat Partner Agreement
(India)

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanang P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



April 2018

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with



Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

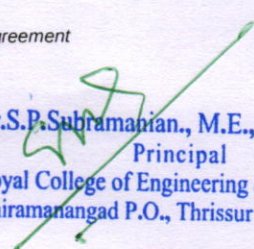


The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.




Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

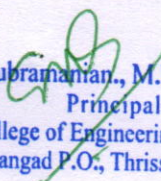
3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Red Hat Academy:



Red Hat Partner Agreement
(India)

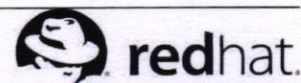

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Red Hat Confidential Information



April 2018

EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



Red Hat Partner Agreement
(India)

[Signature]
Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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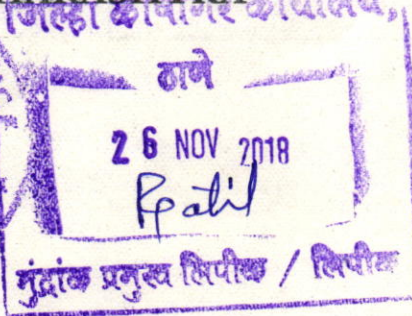
April 2018



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2018

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**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name: ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY	Contact Name: Aneesh Puthiya
Address: AKKIKAVU, P.O CHIRAMANANGAD, THRISSUR - 680604.	Email: aputhiya@redhat.com
Contact name: Dr.S.P SUBRAMANIAN	Tel.no. +91 -22-61147506
Email: principal@royalcet.ac.in	Fax:
Telephone: 04885-271121	

Territory	Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
India	Principal

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



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जोडपत्र - २
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दिनांक

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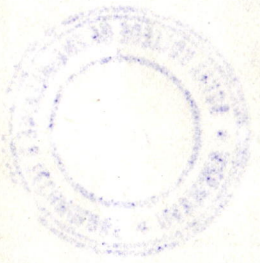
Agreement

मुद्रांक विक्री नोंदवही अनु क्रमांक
दस्तावा प्रकार
दस्ता नोंदणी करणार आहेत का ? :- होय / ना ही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव
हस्त असल्यास त्याचे नाव, पत्ता
सही
दस्ता या पक्षकाराचे नाव
मुद्रांक शुल्क रक्कम
परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)
परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.
A-201, Supreme IT Park,
Near Sharma Cottage,
Supreme City (Behind Lake Castle)
Hiranandani Gardens, Powai
Mumbai - 400 076.
Tel.: 022 - 3987 8888



Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY

Signature

Printed Name

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Title

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Date



Red Hat India Private Limited

Signature

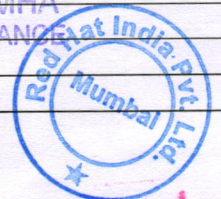
Printed Name

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

12/1/19



1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This



verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

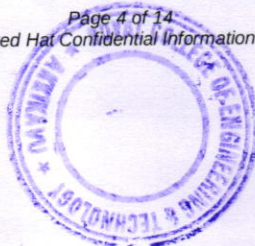
10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

Red Hat Partner Agreement
(India)

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanang P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



April 2018

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with



Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

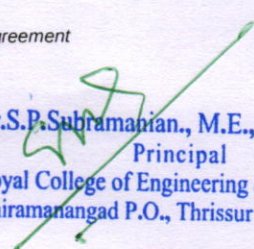


The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.




Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

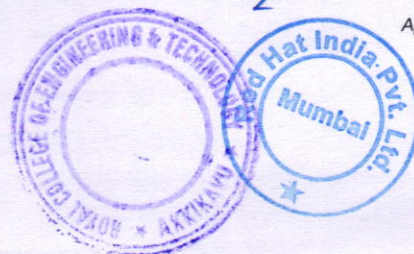
- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "**Initial Term**"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "**Renewal Term**"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "**Term**" and collectively the "**Appendix Term**."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

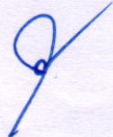
2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

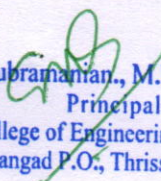
3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Red Hat Academy:



Red Hat Partner Agreement
(India)

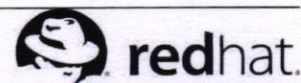

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Red Hat Confidential Information



April 2018

EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



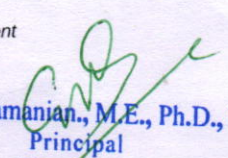
Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



Red Hat Partner Agreement
(India)


Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
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Chiramanangad P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



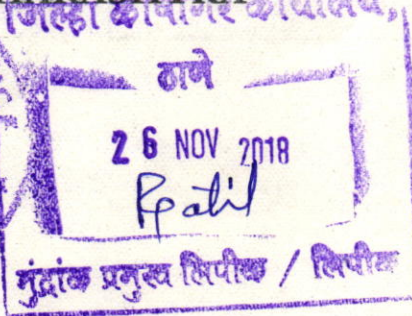
April 2018



महाराष्ट्र MAHARASHTRA

2018

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**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name: ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY	Contact Name: Aneesh Puthiya
Address: AKKIKAVU, P.O CHIRAMANANGAD, THRISSUR - 680604.	Email: aputhiya@redhat.com
Contact name: Dr.S.P SUBRAMANIAN	Tel.no. +91 -22-61147506
Email: principal@royalcet.ac.in	Fax:
Telephone: 04885-271121	

Territory	Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal
India	Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



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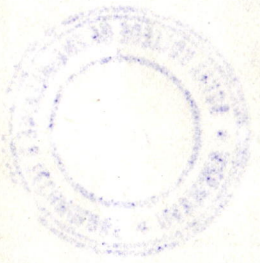
Agreement

मुद्रांक विक्री नोंदवही अनु क्रमांक
दस्तावा प्रकार
दस्ता नोंदणी करणार आहेत का ? :- होय / ना ही
मिळकतीचे थोडक्यात वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव
हस्त असल्यास त्याचे नाव, पत्ता
सही
दस्ता या पक्षकाराचे नाव
मुद्रांक शुल्क रक्कम
परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)
परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.
A-201, Supreme IT Park,
Near Sharma Cottage,
Supreme City (Behind Lake Castle)
Hiranandani Gardens, Powai
Mumbai - 400 076.
Tel.: 022 - 3987 8888



Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

ROYAL COLLEGE OF ENGINEERING AND TECHNOLOGY

Signature

Printed Name

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

Title

Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Date



Red Hat India Private Limited

Signature

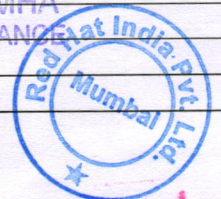
Printed Name

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

12/1/19



1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This



verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

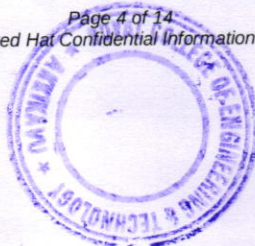
10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

Red Hat Partner Agreement
(India)

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanang P.O., Thrissur Dist - 680604

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Red Hat Confidential Information



April 2018

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: A-201, Supreme Business Park Hiranandani Gardens, Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with



Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

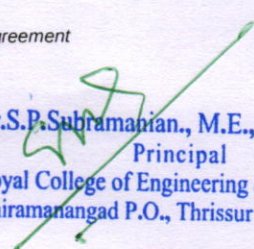


The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.




Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "**Initial Term**"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "**Renewal Term**"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "**Term**" and collectively the "**Appendix Term**."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

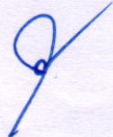
2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

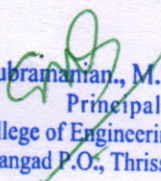
3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Red Hat Academy:



Red Hat Partner Agreement
(India)

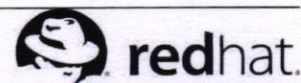

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April 2018

EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



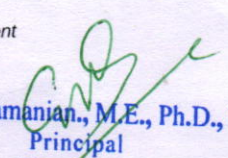
Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



Red Hat Partner Agreement
(India)


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Principal
Royal College of Engineering & Technology
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April 2018

DEPARTMENT OF ELECTRONICS
AND COMMUNICATION
ENGINEERING



കേരളം केरल KERALA

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And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi - Pin 682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

38754 DATE 09.02.2017

OF RS. 100/-

Prolific Systems & Technologies Pvt Ltd,
Kochi, Kerala.

MAK BEEVI
HIGH COURT VENDOR



And whereas both **RCET & PROLIFIC** have agreed to form a 'strategic alliance' for providing an Add on Course to the Identified Engineering students of RCET for mutual Benefit.

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PROLIFIC will conduct a job oriented course **PGDIA (Post Graduate Diploma In Industrial Automation)** at **RCET** premises for the Identified Final Year Electrical & Electronics, Electronics & communication and Applied Electronics & Instrumentation Engineering students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **PGDIA (Post Graduate Diploma In Industrial Automation)**
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- c) **RCET** shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) **RCET** shall take care of the accommodation & fooding of the faculties from **PROLIFIC** on training days, in the college Hostel.



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3A. PLACEMENTS: PROLIFIC guarantees placements to 20% of the students trained and recommended by the college Authorities.

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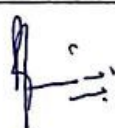

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Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 6th day of Feb 2017

Royal College of Engineering & Technology (RECT) 	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory R. ANANTHARAMAN 
Date 06/2/2017	Date 06-02-2017.

Witness:

1. G. R. Jose

Witness:

1.

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06-02-2017.



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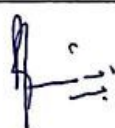

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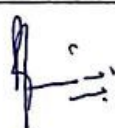

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OF RS. 100/-

Prolific Systems & Technologies Pvt Ltd,
Kochi, Kerala.

MAK BEEVI
HIGH COURT VENDOR



And whereas both **RCET & PROLIFIC** have agreed to form a 'strategic alliance' for providing an Add on Course to the Identified Engineering students of RCET for mutual Benefit.

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- a) The Name of Course will be **PGDIA (Post Graduate Diploma In Industrial Automation)**
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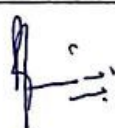

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In WITNESS WHERE OF The parties hereto have executed this MOU on the 6th day of Feb 2017

Royal College of Engineering & Technology (RECT) 	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
Signature  Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Signature  Name of Authorised Signatory R. ANANTHARAMAN 
Date 06/2/2017	Date 06-02-2017.

Witness:

1. G. R. Jose

Witness:

1.

SUBASH K. NAIR
06-02-2017.



കേരളം KERALA

BP 333437

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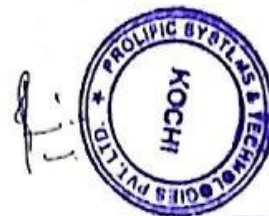
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M. PHILOMINA
S.R.O. VENDOR

No 46799
23.09.2017

Prolific Systems &
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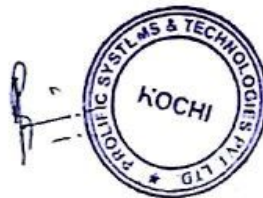
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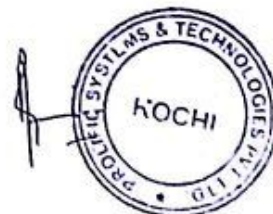
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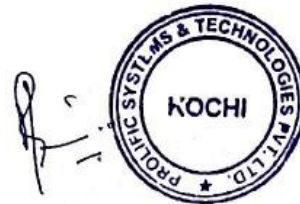
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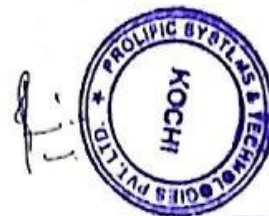
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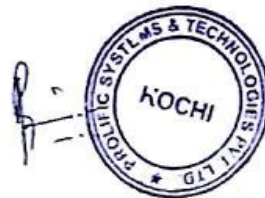
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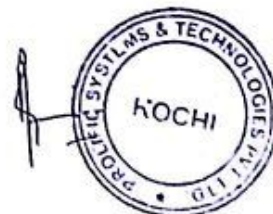
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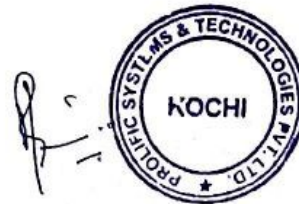
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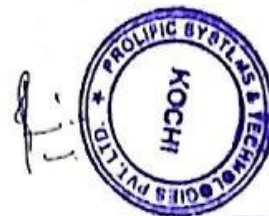
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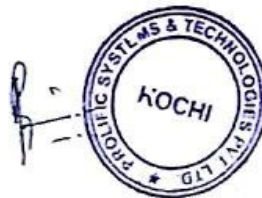
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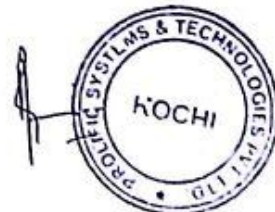
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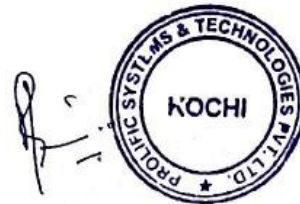
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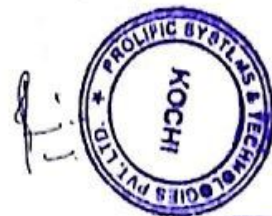
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Pallimukku Kochi 16



And whereas both RCET & PROLIFIC have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both RCET and PROLIFIC have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

PROLIFIC will conduct a job oriented course PGDIA (Post Graduate Diploma In Industrial Automation) at RCET premises for the Identified Final Year Electrical & Electronics, Electronics & communication and Applied Electronics & Instrumentation Engineering students of RCET

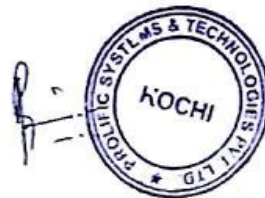
1 COURSE DETAILS:

- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PROLIFIC
- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation & fooding of the faculties from PROLIFIC on training days, in the college Hostel.

Signature



3 RESPONSIBILITIES OF PROLIFIC

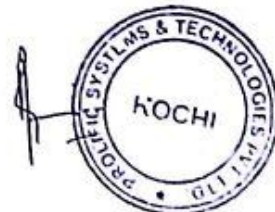
- a) PROLIFIC shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by RCET and Prolific
- b) PROLIFIC shall depute the required faculty/ faculties for the course
- c) PROLIFIC shall inform in advance and get the sanction from RCET for any changes in faculty/ faculties
- d) PROLIFIC shall supply all the necessary course ware (including hardware and software) to the students
- e) PROLIFIC shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by RCET
- f) PROLIFIC shall design, conduct and grade the assignment and examination during the course.
- g) PROLIFIC shall bring into the notice about any disciplinary issues from any students during the course to the RCET "single point of contact".
- h) PROLIFIC shall ensure that the infrastructure provided by RCET (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the RCET authorities immediately.

3A PLACEMENTS: PROLIFIC guarantees placements to 20% of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- Starting Salary: The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 7000 to Rs. 9000/ Month.
- Process: PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter

4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY RCET AND PROLIFIC



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.12,000/- per student for 25 students. However RCET will retain 1200/- per students as the handling charge. Hence PROLIFIC will be receive the fees as Rs. 10,800/- per student

The fees will be Paid to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 20 %
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

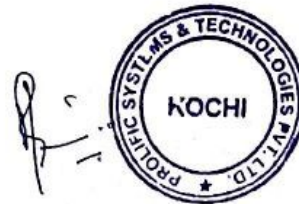
7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

8. STAMP PAPER FOR MOU





- 1 The First page of the MOU is signed on a Rs.100/= (one Hundred Indian Non Judicial Stamp Paper bearing No 333437 & 33348 which a copy each will be retained at RCET AND PROLIFIC with the continuing pages.



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 25th day of September 2017

<p>Royal College of Engineering & Technology (RECT)</p>  	<p>For Prolific Systems & Technologies PVT Ltd (PROLIFIC)</p> 
<p>Signature</p> <p>Name Of Authorised Signatory</p> <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>Signature</p> <p>R. ANANTHARAMAN</p> <p>Name of Authorised Signatory</p> 
<p>Date 25/09/2017</p>	<p>Date 25/09/2017</p>



കേരളം KERALA

31AA 048771

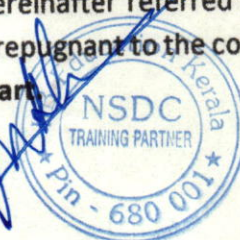
AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the ^{January} 25th Day of 2019 between ^{Royal College of Engineering & Technology} ~~Royal College of Engineering~~ College, having its registered office at ^{Pharissari} District of Kerala represented by its Principal/Manager (hereinafter referred to as "Facilitation Support Partner or (FSP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the First Part.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its Chief General Manager, Mr. BALAKUMARAN B (hereinafter referred to as "Industrial Training Partner or (ITP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the Second Part.



BALAKUMARAN B
Chief General Manager



No. 2914

[Signature]
2019/19

No. 3 Dist Court Vendor
Leena Thakkekkara TCR

[Signature]
Dr. S. P. S. ... M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chirakkal P.O., Thrissur Dist - 680604
Page 1 of 13





കേരളം KERALA

31AA 048768

AND

M/s.IIB Education Private Ltd.; a company incorporated under the Companies Act 1956, having CIN Number: U72200KL2007PTC021072: 2007-2008 and its registered office at Door No.25/1130/89, 4th Floor, City Centre, Thrissur-680001, and represented by its Managing Director **Mr. Justin Roy** (hereinafter referred to as “NSDC Partner” which term and expression unless repugnant to the context shall mean and include its successors and assignees) on the **Third Part**.

Facilitation Support Partner, “Industrial Training Partner” and **NSDC Partner** may hereinafter also be referred to jointly as “Parties” and severally as “the Party”.

WHEREAS, **FSP** is one of the premier colleges in Thiruvananthapuram affiliated under the university APJ Abdul Kalam Technological University

And WHEREAS **ITP** is a leading electronics manufacturer engaged in the activities of Manufacturing Products for Defense Application, Control Instrumentation, Industrial UPS, IT related products and solutions such as PC manufacturing, Software development, Networking, Web Applications and are a total solution provider to Government of Kerala. It has an integral role in the development and implementation of technology in the education reform effort of the Government of Kerala, including the work of the various Government of Kerala Ministries that are directly responsible for the success of education reforms. Keltron has been actively engaged in providing Training in IT & IT enabled job oriented Programmes.

No. 22/180 Value 100

Signature: Leena Minivaram

No. 3 Dist. Leena Vendor Keltron TCR



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Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680614



And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under.....^{K.T.U}** and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.


B. BALAKUMAR
Chief General Manager


25/11/19

Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:

Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of **FSP, ITP & NSDC Partner**.

2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

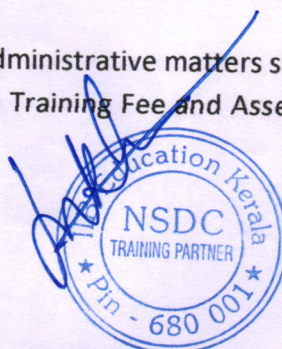
- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee

B BALAKUMARAN
Chief General Manager

Handwritten signature

Dr.S.P.Subramanian, M.E., Ph.D., M.T.E.
Principal
Royal College of Engineering - Technology
Chiramanangad P.O., Thrissur Dist - 680604

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as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.


3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates

4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification


B. BALAKUMAR
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur District - 680004



Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.

- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

5.3. REVENUE SHARING:

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

B BALAKUMARAN
Chief General Manager

Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


6. TERM & TERMINATION:

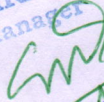
This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective


B. BALAKUMARAN
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., F.R.S.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

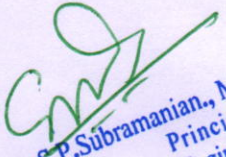
8. INDEMNIFICATION:

If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.

9. GENERAL TERMS AND CONDITIONS


CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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B BALAKUMARAN
Chief General Manager

party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

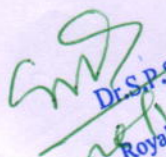
(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

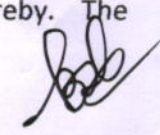
ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The


Dr. S.P. Subramanian, M.E., Ph.D., F.I.M.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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B BALAKUMARAN
Chief General Manager

foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:


In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.


Dr. S. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thiruvananthapuram Dist - 680604




B. BALAKUMARAN
Chief General Manager

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:

Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:

All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement

CMS
25/11/17
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 688 004
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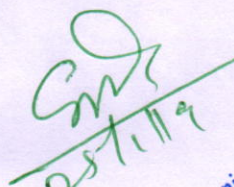


B
B BALAKUMARAN
Chief General Manager


unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680001




B BALAKUMARAN
Chief General Manager

COUNTERPARTS:


This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>For</p>  	<p>For Kerala State Electronics Development Corporation Ltd.</p>  	<p>For IIB Education Pvt. Ltd.</p>  
<p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>B. B. SUBRAMANIAN Chief General Manager</p>	

Witnesses:


1. Shilpa Sadheendran
AP, CSE
RCET


17/2/19

2. SHALU KRISHNAN R.
Sr. Engineer (KSO)
Keltron



3. PAVITHRA M.A
ASST. BGM
IIB EDUCATION PVT. LTD



Assistant Professor
Computer Science & Engineering Department
Royal College at Engineering & Technology
Thrissur - 680 604



കേരളം KERALA

31AA 048771

AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the 25 ^{January} Day of 2019 between Royal College of Engineering & Technology College, having its registered office at Phoissur District of Kerala represented by its Principal/Manager (hereinafter referred to as "Facilitation Support Partner or (FSP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the First Part.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its Chief General Manager, Mr. BALAKUMARAN B (hereinafter referred to as "Industrial Training Partner or (ITP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the Second Part.



BALAKUMARAN B
Chief General Manager



No. 2914

[Signature]
2019/19

No. 3 Dist Court Vendor
Leena Thakkekkara TCR

[Signature]
Dr. S. P. S. ... M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chirakkal P.O., Thrissur Dist - 680604
Page 1 of 13





കേരളം KERALA

31AA 048768

AND

M/s.IIB Education Private Ltd.; a company incorporated under the Companies Act 1956, having CIN Number: U72200KL2007PTC021072: 2007-2008 and its registered office at Door No.25/1130/89, 4th Floor, City Centre, Thrissur-680001, and represented by its Managing Director **Mr. Justin Roy** (hereinafter referred to as “NSDC Partner” which term and expression unless repugnant to the context shall mean and include its successors and assignees) on the **Third Part**.

Facilitation Support Partner, “**Industrial Training Partner**” and **NSDC Partner** may hereinafter also be referred to jointly as “**Parties**” and severally as “**the Party**”.

WHEREAS, **FSP** is one of the premier colleges in Thiruvananthapuram affiliated under the university APJ Abdul Kalam Technological University

And WHEREAS **ITP** is a leading electronics manufacturer engaged in the activities of Manufacturing Products for Defense Application, Control Instrumentation, Industrial UPS, IT related products and solutions such as PC manufacturing, Software development, Networking, Web Applications and are a total solution provider to Government of Kerala. It has an integral role in the development and implementation of technology in the education reform effort of the Government of Kerala, including the work of the various Government of Kerala Ministries that are directly responsible for the success of education reforms. Keltron has been actively engaged in providing Training in IT & IT enabled job oriented Programmes.

No. 22/180
Value 100
12/1/2019
Keltron House
Vellayambalam
Thiruvananthapuram
Pin-595 033
Kerala TCR
No. 3 Dist. Court
Leena Inel

Minivardmum
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680614

DIST TREASURY STAMP DEPT
16 JAN 2019
THRISSUR

NSDC
TRAINING PARTNER
Kerala
in - 680 001

And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under.....^{K.T.U}** and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.


B. BALAKUMAR
Chief General Manager


25/11/19

Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 3 of 13



- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:

Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of **FSP, ITP & NSDC Partner**.

2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

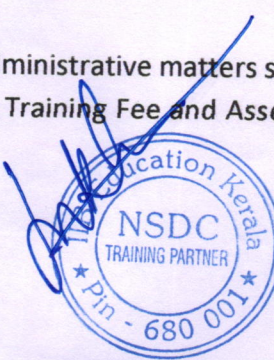
- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee

B BALAKUMARAN
Chief General Manager

Handwritten signature

Dr.S.P.Subramanian, M.E., Ph.D., M.T.E.
Principal
Royal College of Engineering - Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 4 of 13




as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.


3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates

4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification


B. BALAKUMAR
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur District - 680004



Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.

- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

5.3. REVENUE SHARING:

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

B BALAKUMARAN
Chief General Manager

Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 6 of 13



The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


6. TERM & TERMINATION:

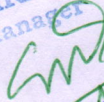
This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective


B. BALAKUMARAN
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., F.M.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

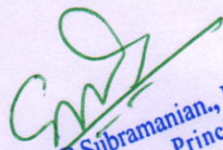
8. INDEMNIFICATION:

If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.

9. GENERAL TERMS AND CONDITIONS


CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 8 of 13




B BALAKUMARAN
Chief General Manager

party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

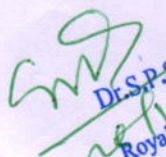
(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

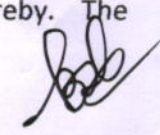
ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The


Dr. S.P. Subramanian, M.E., Ph.D., F.I.M.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 9 of 13




B BALAKUMARAN
Chief General Manager

foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.


Dr. S. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thiruvallur Dist - 680604



B. BALAKUMARAN
Chief General Manager

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:

Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:

All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement

Handwritten signature: CND
Handwritten signature: 25/11/17
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 688 004
Page 11 of 13

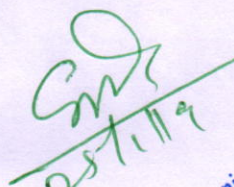


Handwritten signature
B BALAKUMARAN
Chief General Manager


unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680001




B BALAKUMARAN
Chief General Manager

COUNTERPARTS:


This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>For</p>   <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>For Kerala State Electronics Development Corporation Ltd.</p>   <p>B. B. Subramanian Chief General Manager</p>	<p>For IIB Education Pvt. Ltd.</p>   <p>P. Pavithra Assistant Manager</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Witnesses:

1. Shilpa Sadheendran
AP, CSE
RCET


17/2/19

2. SHALU KRISHNAN R.
Sr. Engineer (KSO)
Keltron



3. PAVITHRA M.A
ASST. BGM
IIB EDUCATION PVT. LTD



Assistant Professor
Computer Science & Engineering Department
Royal College at Engineering & Technology
Thrissur - 680 604



കേരളം KERALA

31AA 048771

AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the 25 ^{January} Day of 2019 between Royal College of Engineering & Technology College, having its registered office at Phoissur District of Kerala represented by its Principal/Manager (hereinafter referred to as "Facilitation Support Partner or (FSP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the First Part.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its Chief General Manager, Mr. BALAKUMARAN B (hereinafter referred to as "Industrial Training Partner or (ITP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the Second Part.



BALAKUMARAN B
Chief General Manager



No. 2914

[Signature]
20/1/19

No. 3 Dist Court Vendor
Leena Thakkekkara TCR

[Signature]
Dr. S. P. S. ... M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chirakkal P.O., Thrissur Dist - 680604
Page 1 of 13



been actively engaged

DIST TREASURY STAMP DEPT
16 JAN 2019
THRISSUR

And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under.....^{K.T.U}** and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.


B. BALAKUMAR
Chief General Manager


25/11/19

Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:


Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

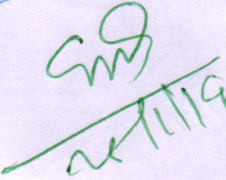
The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of **FSP, ITP & NSDC Partner.**

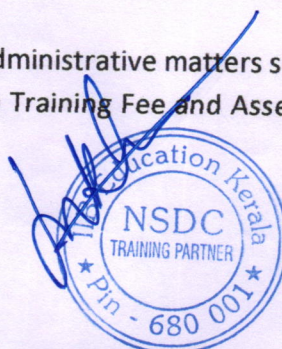
2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee


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as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.


3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates

4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification


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Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.

- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

5.3. REVENUE SHARING:

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

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The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


6. TERM & TERMINATION:

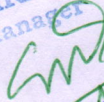
This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective


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Chief General Manager


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Chiramanangad P.O., Thrissur Dist - 680604



obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

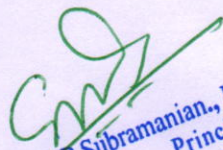
8. INDEMNIFICATION:

If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.

9. GENERAL TERMS AND CONDITIONS


CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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B BALAKUMARAN
Chief General Manager

party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

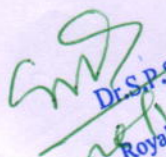
(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

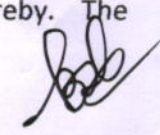
ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The


Dr. S.P. Subramanian, M.E., Ph.D., F.I.M.
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B BALAKUMARAN
Chief General Manager

foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.


Dr. S. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thiruvallur Dist - 680604



B. BALAKUMARAN
Chief General Manager

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:

Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:

All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement

Handwritten signature: CMB
Handwritten signature: 25/11/17
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 688 004
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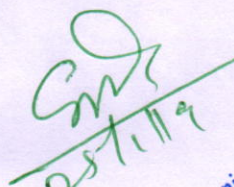


Handwritten signature
B BALAKUMARAN
Chief General Manager


unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680001




B BALAKUMARAN
Chief General Manager

COUNTERPARTS:


This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.


<p>For</p>   <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>For Kerala State Electronics Development Corporation Ltd.</p>   <p>B. B. Subramanian Chief General Manager</p>	<p>For IIB Education Pvt. Ltd.</p>   <p>P. Pavithra Assistant Manager</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Witnesses:

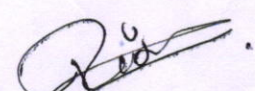
1. Shilpa Sadheendran
AP, CSE
RCET


17/2/19

2. SHALU KRISHNAN R.
Sr. Engineer (KSE)
Keltron



3. PAVITHRA M.A
ASST. BGM
IIB EDUCATION PVT. LTD



Assistant Professor
Computer Science & Engineering Department
Royal College at Engineering & Technology
Thrissur - 680 604



കേരളം KERALA

31AA 048771

AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the 25 ^{January} Day of 2019 between Royal College of Engineering & Technology College, having its registered office at Phoissur District of Kerala represented by its Principal/Manager (hereinafter referred to as "Facilitation Support Partner or (FSP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the First Part.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its Chief General Manager, Mr. BALAKUMARAN B (hereinafter referred to as "Industrial Training Partner or (ITP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the Second Part.



BALAKUMARAN B
Chief General Manager



No. 2914

[Signature]
2019/19

No. 3 Dist Court Vendor
Leena Thakkekkara TCR

[Signature]
Dr. S. P. S. ... M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chirakkal P.O., Thrissur Dist - 680604

Page 1 of 13



been actively engaged

DIST TREASURY STAMP DEPT
16 JAN 2019
THRISSUR

And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under.....^{K.T.U}** and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.


B. BALAKUMAR
Chief General Manager


25/11/19

Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
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Chiramanangad P.O., Thrissur Dist - 680604

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- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:

Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of **FSP, ITP & NSDC Partner**.

2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

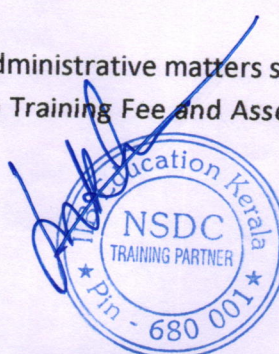
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- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee

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Handwritten signature

Dr.S.P.Subramanian, M.E., Ph.D., M.T.E.
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Chiramanangad P.O., Thrissur Dist - 680604

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as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.

3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates

4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification


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Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.

- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

5.3. REVENUE SHARING:

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

B BALAKUMARAN
Chief General Manager

Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


6. TERM & TERMINATION:

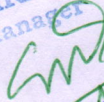
This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective


B. BALAKUMARAN
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obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

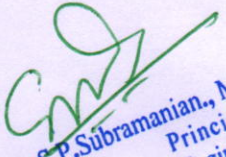
8. INDEMNIFICATION:

If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.

9. GENERAL TERMS AND CONDITIONS


CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
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Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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B BALAKUMARAN
Chief General Manager

party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

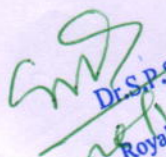
(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

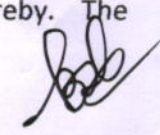
ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The


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B BALAKUMARAN
Chief General Manager

foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.


Dr. S. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thiruvananthapuram Dist - 680604



B. BALAKUMARAN
Chief General Manager

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:

Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:

All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement

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25/11/17
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 688 004
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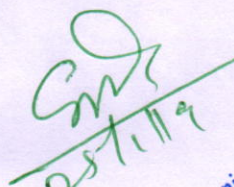


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B BALAKUMARAN
Chief General Manager


unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680001




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Chief General Manager

COUNTERPARTS:

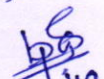
This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>For</p>   <p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>For Kerala State Electronics Development Corporation Ltd.</p>   <p>B. B. Subramanian Chief General Manager</p>	<p>For IIB Education Pvt. Ltd.</p>   <p>P. Pavithra Assistant Manager</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Witnesses:


1. Shilpa Sadheendran
AP, CSE
RCET


17/2/19

2. SHALU KRISHNAN R.
Sr. Engineer (KSE)
Keltron



3. PAVITHRA M.A
ASST. BGM
IIB EDUCATION PVT. LTD



Assistant Professor
Computer Science & Engineering Department
Royal College at Engineering & Technology
Thrissur - 680 604



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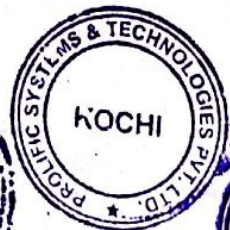
This Memorandum of Understanding (MOU) made and executed on this 18th day of January 2019 between Royal College of Engineering and Technology, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called RCET and represented by Principal Dr. S.P.Subramanian (which expression shall include its successor and assigns) of the first part:

And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

K. M. PHILOMINA No 86804
E.S.R.O. VENDOR 04/02/2019

Prolific Systems & Technologies
Kochi 16
Pvt- 44



And whereas both RCET & PROLIFIC have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both RCET and PROLIFIC have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

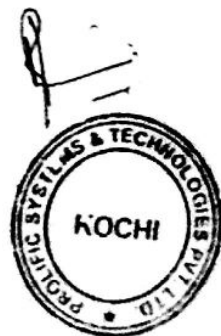
PROLIFIC will conduct a job oriented course PGDIA (Post Graduate Diploma In Industrial Automation) at RCET premises for the Identified Final Year Applied Electronics & Instrumentation Engineering students of RCET

1 COURSE DETAILS:

- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The classes for the course will be conducted at mutually convenient dates in three phases.

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PROLIFIC
- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation, breakfast and lunch of the faculties from PROLIFIC on training days, in the college Hostel and college canteen.



3 RESPONSIBILITIES OF PROLIFIC

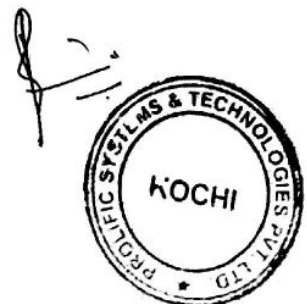
- a) **PROLIFIC** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **PROLIFIC** shall depute the required faculty/ faculties for the course
- c) **PROLIFIC** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **PROLIFIC** shall supply all the necessary course ware (including hardware and software) to the students
- e) **PROLIFIC** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **PROLIFIC** shall design, conduct and grade the assignment and examination during the course.
- g) **PROLIFIC** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **PROLIFIC** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** PROLIFIC guarantees placements to 10 % of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- **Starting Salary:** The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 8,000 to Rs.10, 000/ Month.
- **Process:** PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC


- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **PROLIFIC**



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.11, 000/- per student for 15 students. However RCET will retain 1,100/- per students as the handling charge. Hence PROLIFIC will receive the fees as Rs. 9,900/- per student

The fees will be PAID to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 10% 20% 
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

8. STAMP PAPER :



The first page of the MoU will be printed on Two Rs. 100/= Non Judicial Stamp paper bearing SL No CE 349649 and CE 349650. A copy of the same will be retained by Prolific Systems & Technologies Pvt Ltd and Royal College of Engineering & Technology



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 03rd day of November 2017

Royal College of Engineering & Technology (RECT)	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
	
Signature	Signature
Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680004	Name of Authorised Signatory
Date	Date <u>03/11/2017</u>




22/11/17



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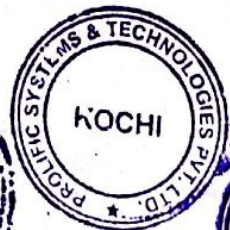
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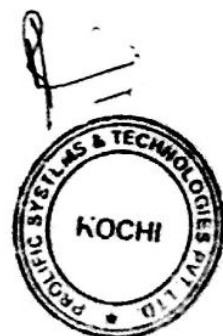
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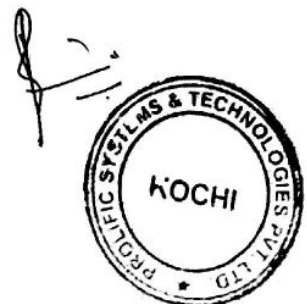
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6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

8. STAMP PAPER :



The first page of the MoU will be printed on Two Rs. 100/= Non Judicial Stamp paper bearing SL No CE 349649 and CE 349650. A copy of the same will be retained by Prolific Systems & Technologies Pvt Ltd and Royal College of Engineering & Technology



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 03rd day of November 2017

Royal College of Engineering & Technology (RECT)	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
	
Signature	Signature
Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604	Name of Authorised Signatory
Date	Date <u>03/11/2017</u>




22/11/17



കേരളം KERALA

CE 349649

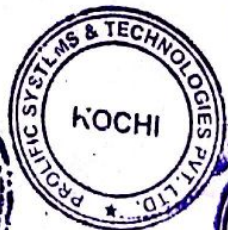
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And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

K. M. PHILOMINA No 86804
E.S.R.O. VENDOR 04/02/2019

Prolific Systems & Technologies
Kochi
Pvt- 44



And whereas both RCET & PROLIFIC have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both RCET and PROLIFIC have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

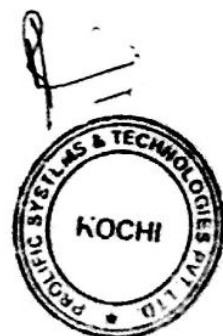
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1 COURSE DETAILS:

- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The classes for the course will be conducted at mutually convenient dates in three phases.

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PROLIFIC
- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation, breakfast and lunch of the faculties from PROLIFIC on training days, in the college Hostel and college canteen.



3 RESPONSIBILITIES OF PROLIFIC

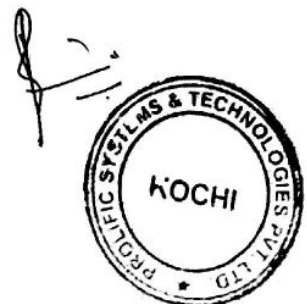
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- e) **PROLIFIC** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
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- g) **PROLIFIC** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **PROLIFIC** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** PROLIFIC guarantees placements to 10 % of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- **Starting Salary:** The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 8,000 to Rs.10, 000/ Month.
- **Process:** PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC


- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **PROLIFIC**



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.11, 000/- per student for 15 students. However RCET will retain 1,100/- per students as the handling charge. Hence PROLIFIC will receive the fees as Rs. 9,900/- per student

The fees will be PAID to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 10% 20% 
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

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കേരളം KERALA

CE 349649

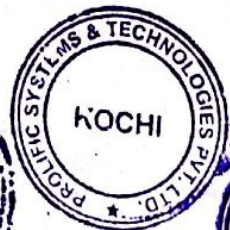
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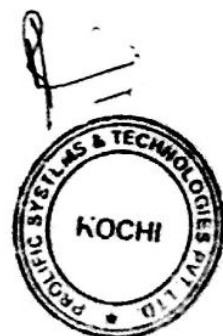
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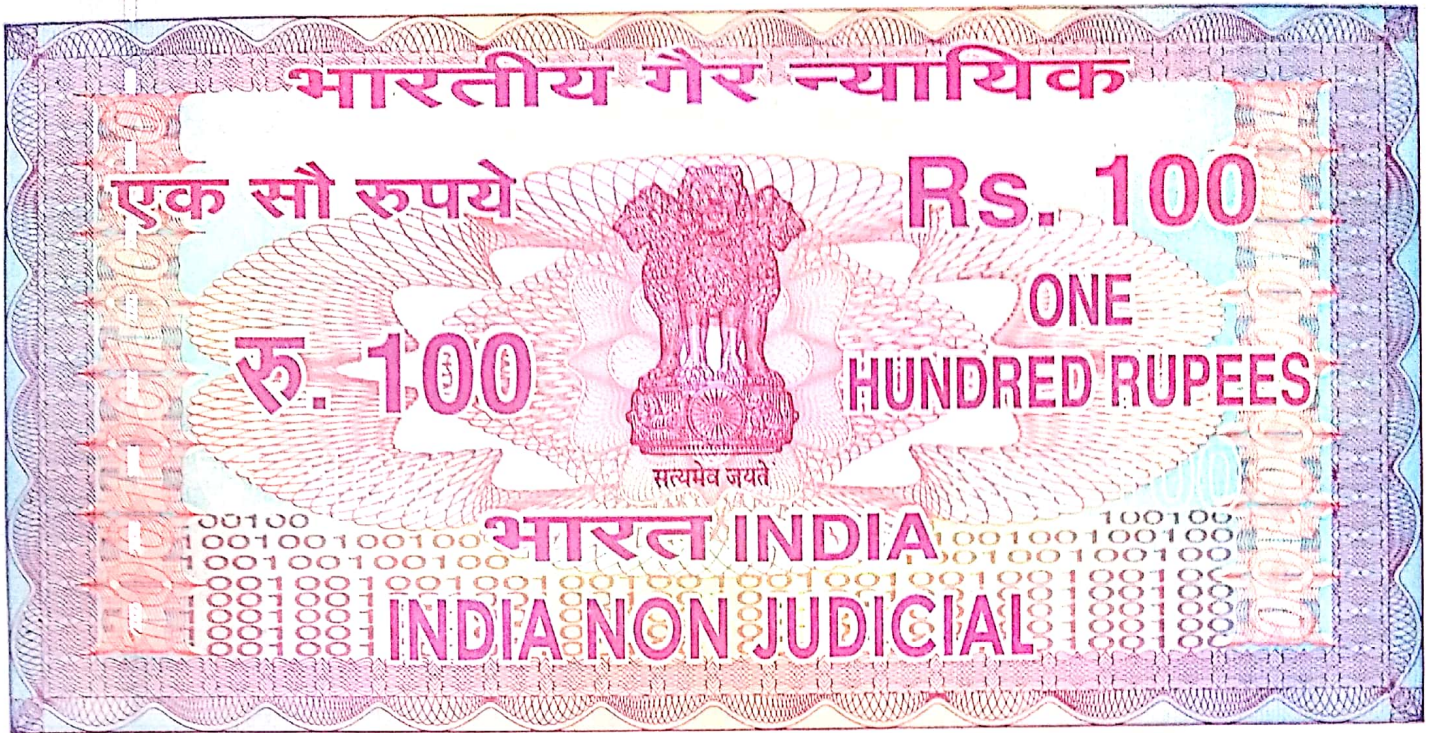
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Royal College of Engineering & Technology (RECT)	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
	
Signature	Signature
Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680004	Name of Authorised Signatory
Date	Date <u>03/11/2017</u>




22/11/17

DEPARTMENT OF ELECTRICAL
AND ELECTRONICS ENGINEERING



കേരളം KERALA

BK 591761

MEMORANDUM OF UNDERSTANDING

FEBRUARY 28, 2017

1. Articles of Contract made at Royal College of Engineering and Technology, Akkikavu, Thrissur on this Twenty Eighth day of February 2017 between

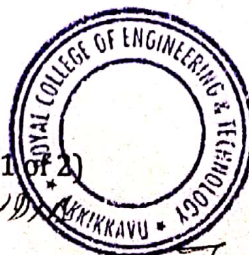
SIGMOS INDIA, 3rd Floor, City Point Building, Swami Chinmayananda Road, Jos Junction, Cochin - 682016 (hereinafter referred to as the **Trainers**), represented by the Managing Partner, on one part

And **M/s. ROYAL COLLEGE OF ENGINEERING & TECHNOLOGY**, Akkikavu, Chiramanangad P.O., Thrissur - 680604 (hereinafter referred to as the **Institution**), represented by the Principal, on the other.

2. WHEREAS the Institution desires to organize training programme(s) for the Final Year students (2013 - 2017 Batch) of Electrical and Electronics Engineering discipline and the Trainers shall execute such requisite training programme(s) for the Academic Year 2016 - 2017 within the time allocated to them by the Institution and bound by the terms of Contract stated below.

Signature

(Page 1 of 2)



Signature
Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

No: 44815
25-2-12

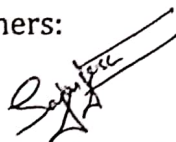
SIGMOS INDIA
3rd floor, Jos Junction
Cochin

June 2017
J. P. S.
JERIN JOSEPH. V.
VENDOR, CHERTHALA

3. NOW BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

- i. The Trainers will execute training programme(s) for the Eighth Semester students of the Institution belonging to the Electrical and Electronics Engineering discipline (hereinafter referred to as Participants) for the 2016-2017 academic year, as according to the former's work proposal submitted to the Institution vide Ref. No. SI/CRP/1617/04 dated 22nd December 2016 (hereinafter referred to as the Proposal).
- ii. The Institution shall provide all necessary infrastructure required for the training as per Proposal, suitable for the number of students trained at a time.
- iii. The Trainers shall provide all inclusive training and certifications to the Participants as applicable under the Proposal. Additionally they shall provide Placement Guidance and Assistance to the Participants successfully completing the training programme(s).
- iv. The Institution shall pay the Trainers the cost of contracted training payable to the latter as per the Proposal, depending on the number of students participating and in the time and manner specified in the Terms and Conditions part of the Proposal.
- v. All the said documents shall be read and construed together as forming part of this contract and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the contract on their parts respectively.
- vi. The several parts of this contract have been read and fully understood by me, the undersigned. In WITNESS whereof the parties hereto have hereunder set their hands this Twenty Eighth day of February 2017.

Trainers:



(Signed by the said)



Institution:



Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal

(Signed by the said)
Royal College of Engineering & Technology
Chiramanangal P.O., Thrissur Dist - 680604

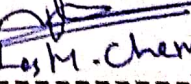
In the presence of:

Name: Sajin Babu 

Address:

6B, J.M Towers,
Vaduthala,
Cochin - 682023.

In the presence of:

Name: 
M. Chemmanur

Address:

Professor & Head
Electrical & Electronics Engg. Department
Royal College of Engineering & Technology
Chiramanangal P.O., Thrissur - 680 604



SI/CRP/1718/05

24th July, 2017

To,

The Head of Department
Department of Electrical & Electronics Engineering,
Royal College of Engineering & Technology,
Akkikavu, Thrissur.

Dear Sir / Madam,

Greetings from SIGMOS INDIA..!

We understand and appreciate that your department is consistently seeking ways to streamline your graduating scholars with better employability virtues. We would be delighted to help yours students standout as true-valued Electrical Engineers, rather than mere degree holders.

SIGMOS, having its expertise in handling multiple aspects of electrical utility management, also holds a highlighted track record of nurturing young graduates with the real essence of practical engineering. Part of the best we can offer, is a unique training methodology, trusted by a number of technical educational institutions of high repute. We offer one of the best platforms to gain competency in the design of electrical systems, so as to serve in Designing / Planning / Estimation / Installation / Operations / Maintenance departments of various electrical engineering establishments. All our efforts shall be to bridge the gap between textbook knowledge and the expected level of acquaintance for thriving in the industry.

With reference to the discussions already had with you, we are happy to propose the following training programme for the Final Year students of your department.

Sl. No.	Course Pattern	Duration (in Hours)	Cost (in Rs.)
1.	Base level training on AUTODESK AutoCAD 2D Drafting and Plotting.	15	-NIL-
2.	Comprehensive training on MEP Electrical Systems Design & Drafting	125	14, 500/-

** All rates shown above are subject to a minimum number of 30 participants.*

CERTIFICATIONS PROVIDED:

1. Course completion certificate for MEP Electrical Design provided by SIGMOS institute.
2. STED Council certificate for candidates qualified in the Certification Examination.
3. Marklist of STED Council Certification Examination.
4. Internship Certificate provided by SIGMOS MEP Consultancy for candidates completing the live projects (Provided on letterhead of SIGMOS)

FACILITATIONS REQUIRED:

1. A networked computer lab with adequate number of computers and UPS backup. (1 computer per participant). Assistance is also required for installation of required software and sharing of files. Participants who wish to work on their own laptops may be permitted to do so.
2. LCD Projector with VGA / HDMI compatibility.
3. Neat & clear writing board with accessories.
4. Permission to visit Electrical rooms, substations, transformer yards, machine labs etc. of the college along with the participants, as and when required.
5. Hostel accommodation for SIGMOS faculty members. An advance request will be made by our team in this regard, as per the necessity.
6. Transportation facility by college bus or other for SIGMOS faculty members.
7. College bus availability to accompany the participants for external site visits. The date of site visit will be intimated well in advance.

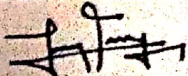
TERMS & CONDITIONS:

1. The above stated training fee is on per head basis and applicable to **both students and college faculty members (if any)**. Daily attendance shall be recorded.
2. The payment terms shall be: **30% after first 5 training days; 40% after next 5 training days and 30% after completion of training and delivering certificates**. Mode of payments shall be through Cheque or RTGS.
3. Participants who discontinue the course within first 5 training days shall have the paid fees reimbursed. Thereafter, discontinuation is generally not encouraged and in any case he/she shall be liable to pay the entire fee amount.
4. The institutional facilitation charge for the conduct of the courses is extra and has to be charged from the participants in addition to our cost of training. However, the cost of transportation, accommodation and food for SIGMOS faculty shall be borne by us.

We believe that the above proposal is in line with your requirements. We are hopefully looking forward to commence the programme on an earliest allocated date.

Thanking you in assurance of our best and prompt services.

For SIGMOS INDIA,



Manager - Trainings.

Attachments: (1) Training Syllabus (2) Training Structure

SIGMOS INDIA

Seaport - Airport Road, Kakkanad, Cochin - 682037.

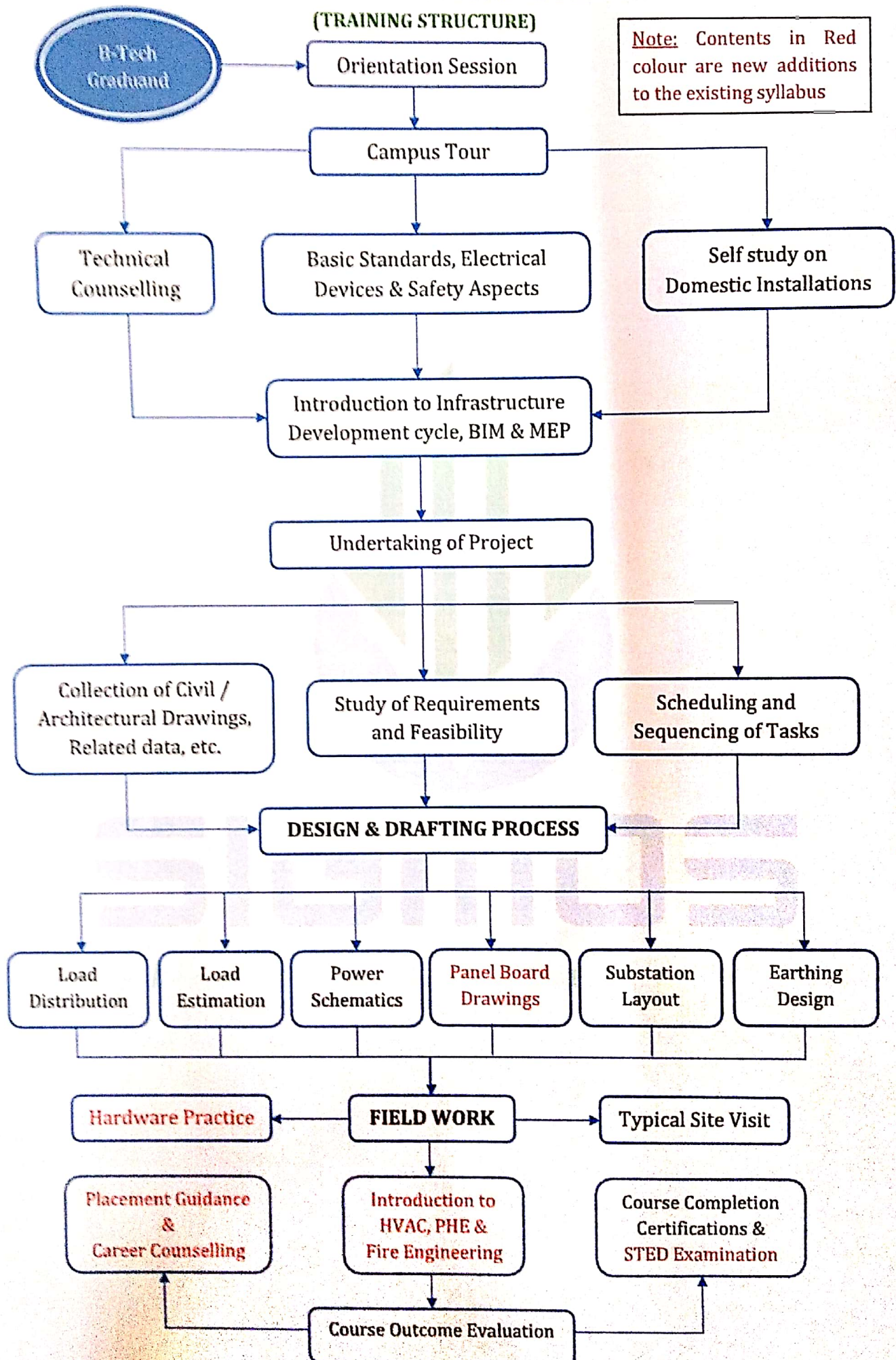
ELECTRICAL SYSTEM DESIGN & DRAFTING TRAINING PROGRAMME TRAINING SCHEME AND SYLLABUS

DESIGN & DRAFTING SCHEDULE			HARDWARE PRACTICE SCHEDULE		
Sl. No.	Topics	No. of Hours	Sl. No.	Exercises	No. of Hours
I	Electrical Engineering – Basics; Introduction to wires, cables, switches & protection devices.	3	I	Familiarisation of Instruments, Electrical Devices and Tools	3
II	Introduction to civil and architectural drawings; Lighting layouts - Use of Legends, Load distribution and Labelling.	10	II	Switchboard Wiring Practices	3
III	Lighting layout – Preparation of Control layouts for switchboard wiring.	2	III	Single Phase DB Wiring	1.5
IV	Lighting layout – Preparation of Conduit layout for Distribution Board wiring.	8	IV	Three Phase DB Wiring	1.5
V	Load estimation – Selection and Optimization of Transformer and DG Set capacity.	10	V	LT Panel Board Assembling	3
VI	Distribution Board – Types and Application; DB Schematics with MCB rating selection; Concept of load balancing.	5	VI	LT Panel Wiring	3
VII	General structure of LT Panel Boards; Included components and compartmental arrangement.	3	VII	Direct Online Starter Wiring	2
VIII	General organization of panel boards; Classes of Consumers; Tariff types & TOD Metering.	2	VIII	Star – Delta Starter Wiring	4
IX	Higher order power schematics; Drafting of HT and LT Power schematics and panel board drawings.	20	IX	Cable Termination and Jointing Practices	1
X	Concept of Power Factor; PF Correction methods; APFC Panel schematics.	2	X	Earth Resistance Test, Cable Resistance & Continuity Tests	3
XI	Substation layouts; Earthing Design; Lightning Protection; Harmonic study and analysis.	5	XI	Internal Site Visit	10
XII	Solar PV Power Generation Schemes; Design of PV systems	5	XII	External Site Visit	5
No. of Training Hours (Sub-total 1)		75	No. of Training Hours (Sub-total 2)		40
Effective Training Hours - Electrical Systems Design & Drafting					115
Training Hours - Introduction to HVAC, Fire & PHE Engineering					10
Total Training Hours					125

ELECTRICAL SYSTEMS DESIGN & DRAFTING

(TRAINING STRUCTURE)

Note: Contents in Red colour are new additions to the existing syllabus



been actively engaged

DIST TREASURY STAMP DEPT
16 JAN 2019
THRISSUR

And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under.....^{K.T.U}** and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.


B. BALAKUMAR
Chief General Manager


25/11/19

Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Page 3 of 13



- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:

Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of **FSP, ITP & NSDC Partner**.

2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

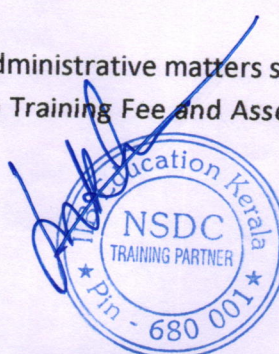
- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee

B BALAKUMARAN
Chief General Manager

Handwritten signature

Dr.S.P.Subramanian, M.E., Ph.D., M.T.E.
Principal
Royal College of Engineering - Technology
Chiramanangad P.O., Thrissur Dist - 680604

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as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.


3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates

4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification


B. BALAKUMAR
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., M.F.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur District - 680004



Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.

- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

5.3. REVENUE SHARING:

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

B BALAKUMARAN
Chief General Manager

Dr. S. P. Subramanian, M.E., Ph.D., F.I.E.
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The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


6. TERM & TERMINATION:

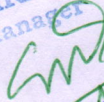
This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective


B. BALAKUMARAN
Chief General Manager


Dr. S.P. Subramanian, M.E., Ph.D., F.M.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

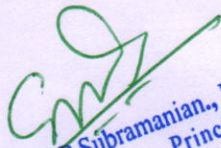
8. INDEMNIFICATION:

If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.

9. GENERAL TERMS AND CONDITIONS


CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

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B BALAKUMARAN
Chief General Manager

party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

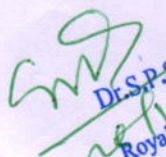
(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

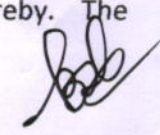
ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The


Dr. S.P. Subramanian, M.E., Ph.D., F.I.M.
Principal
Royal College of Engineering & Technology
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B BALAKUMARAN
Chief General Manager

foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:


In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.


Dr. S. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thiruvananthapuram Dist - 680604




B. BALAKUMARAN
Chief General Manager

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:

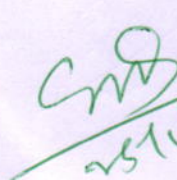
Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:


All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement


Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 688 004
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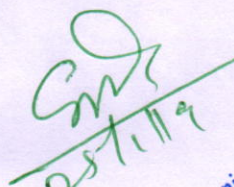



B BALAKUMARAN
Chief General Manager


unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680001




B BALAKUMARAN
Chief General Manager

COUNTERPARTS:


This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>For</p>  	<p>For Kerala State Electronics Development Corporation Ltd.</p>  	<p>For IIB Education Pvt. Ltd.</p>  
<p>Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>B. B. SUBRAMANIAN Chief General Manager</p>	

Witnesses:


1. Shilpa Sadheendran
AP, CSE
RCET


17/2/19

2. SHALU KRISHNAN R.
Sr. Engineer (KSE)
Keltron



3. PAVITHRA M.A
ASST. BGM
IIB EDUCATION PVT. LTD



Assistant Professor
Computer Science & Engineering Department
Royal College at Engineering & Technology
Thrissur - 680 604



കേരളം KERALA

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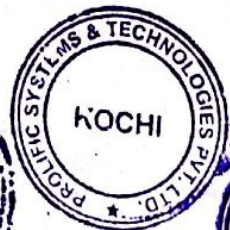
This Memorandum of Understanding (MOU) made and executed on this 18th day of January 2019 between Royal College of Engineering and Technology, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called RCET and represented by Principal Dr. S.P.Subramanian (which expression shall include its successor and assigns) of the first part:

And

Prolific Systems & Technologies Pvt Ltd a company registered and having its Branch Office at 5th Floor, Rasheed Towers, Karimpatta Cross Road, Pallimukku, Kochi – Pin682 016 and represented By Mr. R Anantharaman, Associate Director, herein after referred to as PROLIFIC (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

K. M. PHILOMINA No 86804
E.S.R.O. VENDOR 04/02/2019

Prolific Systems & Technologies
Kochi 16
Pvt- 44



And whereas both RCET & PROLIFIC have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both RCET and PROLIFIC have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

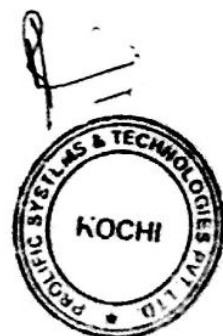
PROLIFIC will conduct a job oriented course PGDIA (Post Graduate Diploma In Industrial Automation) at RCET premises for the Identified Final Year Applied Electronics & Instrumentation Engineering students of RCET

1 COURSE DETAILS:

- a) The Name of Course will be PGDIA (Post Graduate Diploma In Industrial Automation)
- b) The duration of the training will be 25 days – 6Hrs per day: Total 150 Hrs
- c) The classes for the course will be conducted at mutually convenient dates in three phases.

2 RESPONSIBILITIES OF RCET

- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PROLIFIC
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PROLIFIC
- c) RCET shall be responsible for collection of the fees and pay the same to Prolific according to the mutually agreed rate structure
- d) RCET shall take care of the accommodation, breakfast and lunch of the faculties from PROLIFIC on training days, in the college Hostel and college canteen.



3 RESPONSIBILITIES OF PROLIFIC

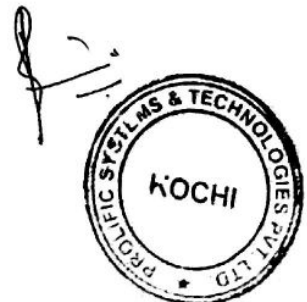
- a) **PROLIFIC** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **PROLIFIC** shall depute the required faculty/ faculties for the course
- c) **PROLIFIC** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **PROLIFIC** shall supply all the necessary course ware (including hardware and software) to the students
- e) **PROLIFIC** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **PROLIFIC** shall design, conduct and grade the assignment and examination during the course.
- g) **PROLIFIC** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **PROLIFIC** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A PLACEMENTS: PROLIFIC guarantees placements to 10 % of the students trained and recommended by the college Authorities.

- Location of placements: Tamilnadu & Bangalore
- Nature Of Job : Electrical Engineer, Automation, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer, Techno Marketing Engineer, Technical Engineer & PLC Programmer
- **Starting Salary:** The starting Salary of the students who are going to be placed by PROLIFIC will be in the range of Minimum Rs. 8,000 to Rs.10, 000/ Month.
- **Process:** PROLIFIC will arrange interview and will inform the students. The students will have to attend the interview without fail;. Interviews will be arranged till a student gets his/her first offer letter

4 JOINT RESPONSIBILITIES OF RCET AND PROLIFIC


- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PROLIFIC, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **PROLIFIC**



5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.11, 000/- per student for 15 students. However RCET will retain 1,100/- per students as the handling charge. Hence PROLIFIC will receive the fees as Rs. 9,900/- per student

The fees will be PAID to PROLIFIC in instalments as mentioned below:

- At the end of 12 classes : 40%
 - At the end of 25 classes : 40%
 - After placing 20% students : 10% 20% 
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

8. STAMP PAPER :



The first page of the MoU will be printed on Two Rs. 100/= Non Judicial Stamp paper bearing SL No CE 349649 and CE 349650. A copy of the same will be retained by Prolific Systems & Technologies Pvt Ltd and Royal College of Engineering & Technology



Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

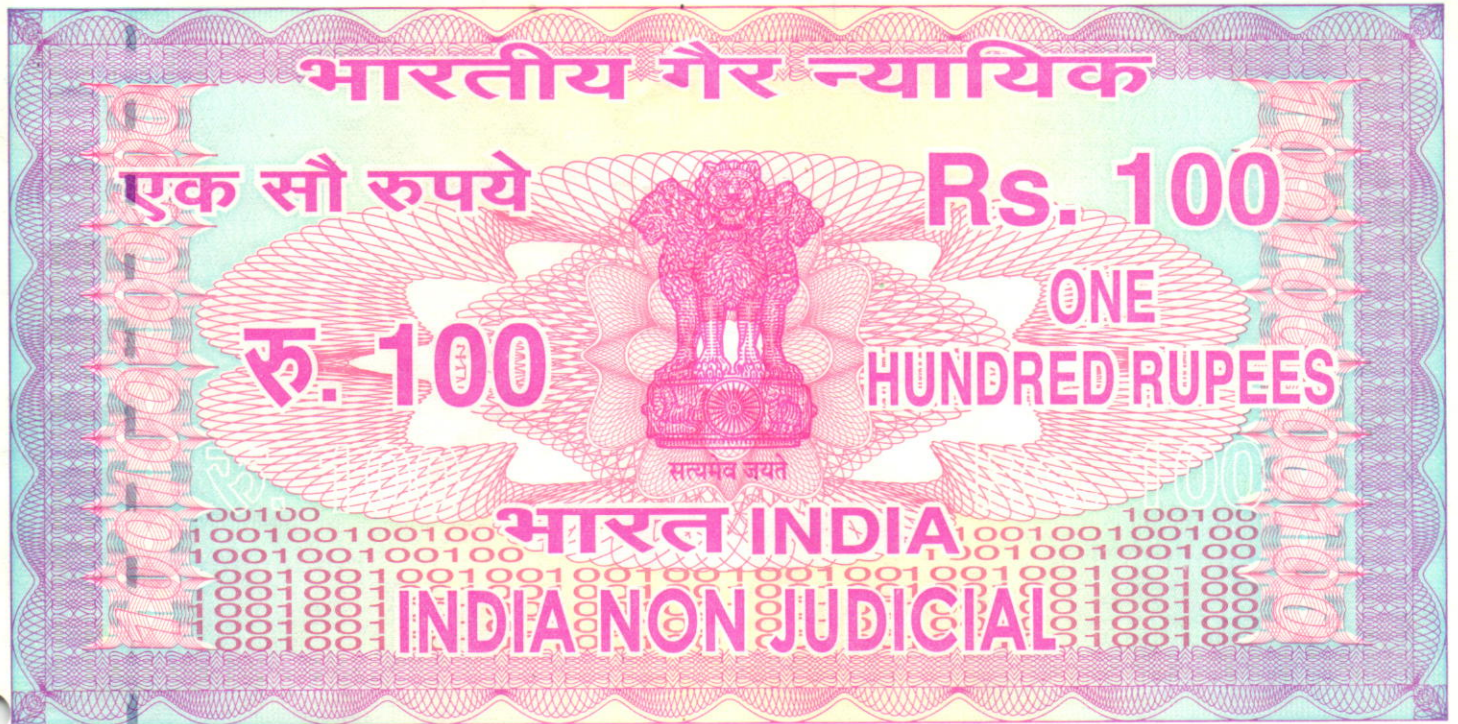
In WITNESS WHERE OF The parties hereto have executed this MOU on the 03rd day of November 2017

Royal College of Engineering & Technology (RECT)	For Prolific Systems & Technologies PVT Ltd (PROLIFIC)
	
Signature	Signature
Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680004	Name of Authorised Signatory
Date	Date <u>03/11/2017</u>




22/11/17

DEPARTMENT OF MECHANICAL
ENGINEERING



കേരളം KERALA

BL 753800

This Memorandum of Understanding (MOU) made and executed on this _____ day of March 2017 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. SP Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE a company registered and having its Office at 1st & 2nd Floor, Plainfield Business Enclave, Near Civil Court, Pattambi, Palakkad District, Kerala 679303 and represented By **Mr. Sangeeth Kavil P, L&D Coordinator**, herein after referred to as **DECIBEL** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

NO. 11599 DATE 28/06/17 VALUE Rs. 100/-
SOLD TO: Deci Bel nde
training Institute - Pattambi:

YK PRABHAKARAN
UMC&S R.O. VENDOR, PATTAMBI



And whereas both **RCET& DECIBEL** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and DECIBEL** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

DECIBEL will conduct a job oriented course **Certificate course in Certified Quality Controller** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **Certificate course in Certified Quality Controller**
- b) The duration of the training will be 3 MONTHS (90 Working Days)– 6Hrs per day
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course conducted by **DECIBEL**.
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **DECIBEL**
- c) **RCET** shall be responsible for collection of the fees and pay the same to **DECIBEL** according to the mutually agreed rate structure.
- d) **RCET** shall take care of the accommodation of the faculties from **DECIBEL** on training days, in the college Hostel.

3 RESPONSIBILITIES OF PRIME MEP SOLUTIONS

- a) **DECIBEL** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **DECIBEL**
- b) **DECIBEL** shall depute the required faculty/ faculties for the course
- c) **DECIBEL** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **DECIBEL** shall supply all the necessary course ware (including hardware and software) to the students
- e) **DECIBEL** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **DECIBEL** shall design, conduct and grade the assignment and examination during the course.



- g) **DECIBEL** brings into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **DECIBEL** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A PLACEMENTS: **DECIBEL** guarantees placements to 25% of the eligible students who has paid full fees, completed entire training course successfully, site training (if any), 90 % Attendance in Training Programs and has attained minimum marks in exam conducted by **DECIBEL** or Respective Certification Body which recognises the certification program and also recommended by the college Authorities.

- Location of placements: Any Where in India.
- Nature Of Job: Trainee Engineer, NDT Technician, NDT Engineer, Junior QC Engineer, Site Engineer etc...
- **Starting Salary:** The starting Salary of the students who are going to be placed by **DECIBEL** will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- **Process:** **DECIBEL** will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.

4 JOINT RESPONSIBILITIES OF RCET AND DECIBEL

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by **DECIBEL**, and has paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **DECIBEL** which can be categorized as a Certificate of Successful Participation.

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.22000/- per student. However **RCET** will retain 2000/- per students as the handling charge. Hence **Decibel** will be receiving the fees as Rs. 20000/- per student

The fees will be PAID to **Decibel** in instalments as mentioned below:

- | | |
|------------------------------|--------|
| • Beginning of the Classes | : 40% |
| • At the end of 36 classes | : 40% |
| • After placing 25% students | : 20 % |
| • Total | : 100% |

- 2) The mode of payment will be by Cheque / DD



6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.




1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

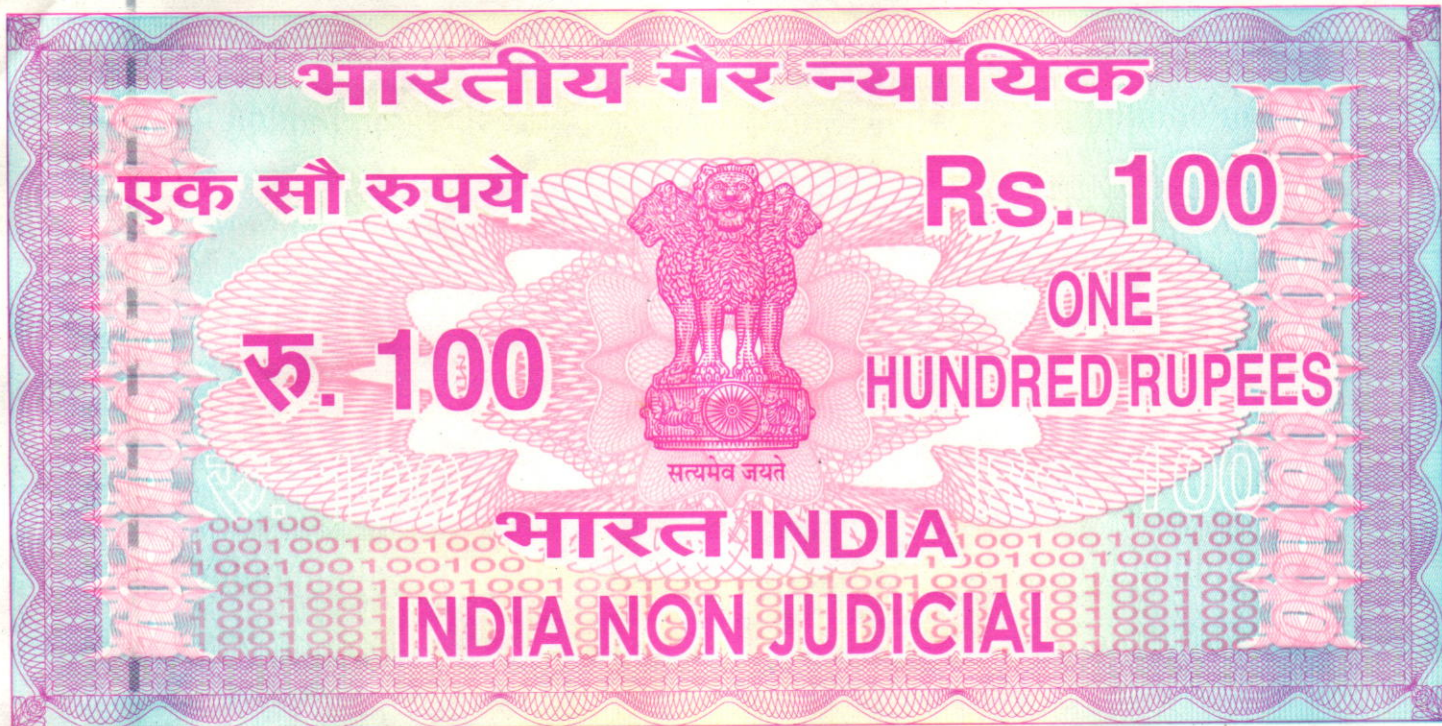
Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.



In WITNESS WHERE OF The parties hereto have executed this MOU on the _____ day of _____ 2017

<p>Royal College of Engineering & Technology (RECT)</p> 	<p>For DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE (DECIBEL)</p>
<p>Signature</p>  <p>Name Of Authorised Signatory Dr.S.P.Subramanian., M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604</p>	<p>Signature</p>  <p>Name of Authorised Signatory SANGEETHA KAYIL P</p>
<p>Date</p>	<p>Date</p>




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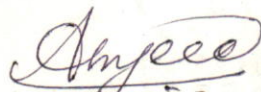
AW 824492

This Memorandum of Understanding (MOU) made and executed on this 6th day of March 2017 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin- 680604 Kerala herein after called **RCET** and represented by Principal **Dr. S P Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

PRIME MEP SOLUTIONS a company registered and having its Office at 2nd Floor, Rahmath mahal building, Palayam, Kozhikode – Pin 673002 and represented By **Mr. ABDUL MAJEED M.C, Director**, herein after referred to as **PRIME MEP** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604


Abdul Majeed M.C

For PRIME MEP SOLUTIONS

Proprietor

12 FEB 2017

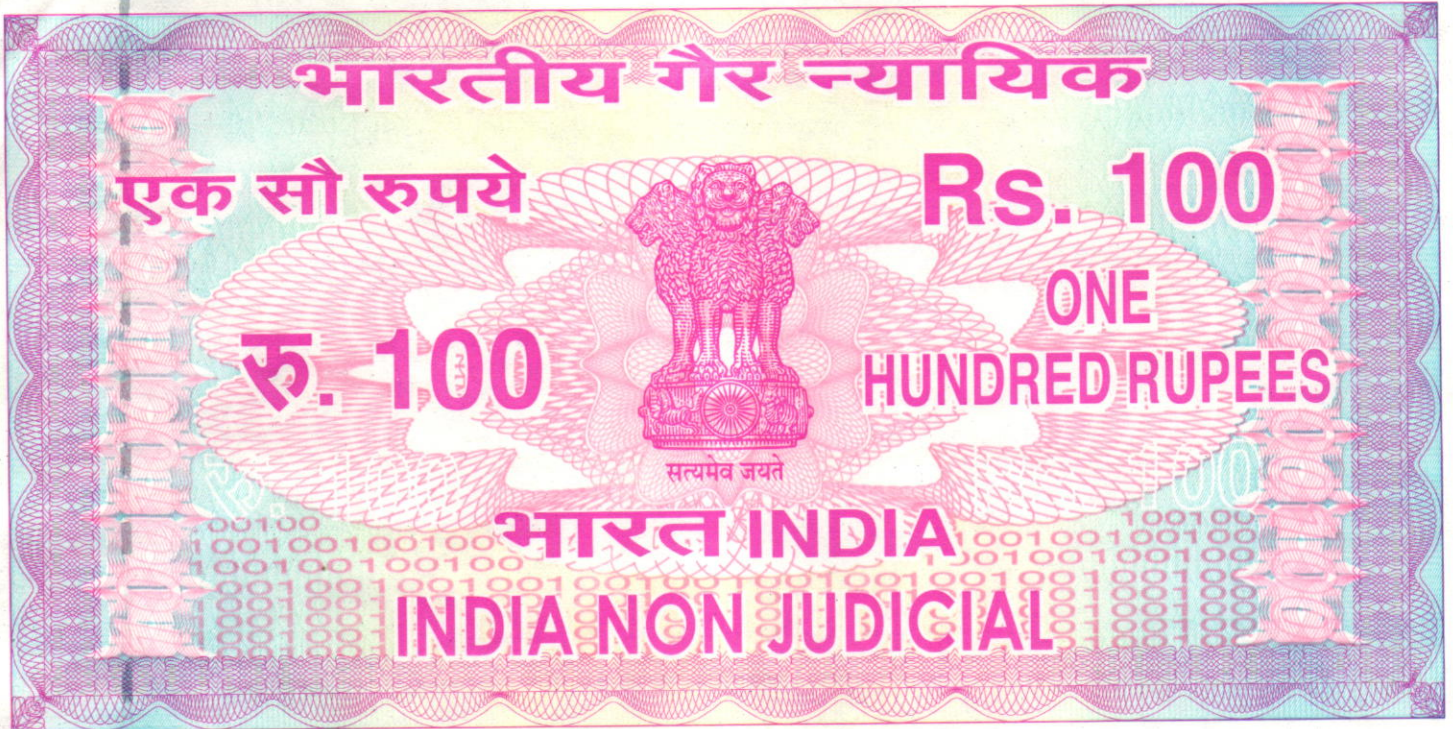
No... 3456 ...

Date.. 21-2-2017

Name ..

GEORGE, K.J., ACTING
STAMP VENDOR, PALAYAM JN
MALLAI ROAD, CALICUT

Abdul Majeed - M.C Propri. Prime
MEP Solutions Leasda



കേരളം KERALA

AW 824493

And whereas both **RCET & PRIME MEP** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and PRIME MEP** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

PRIME MEP will conduct a job oriented course **Certificate course in HVAC** (Heating Ventilation and Air Conditioning) Designing and Drafting at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- The Name of Course will be **Certificate course in HVAC** (Heating Ventilation and Air Conditioning) Designing and Drafting
- The duration of the training will be 15 days – 6Hrs per day: Total 90 Hrs + 1 month site training.
- The course classes will be conducted at mutually convenient dates

Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604

Abdul Majed M.C
Abdul Majed M.C

For PRIME MEP SOLUTIONS

Proprietor

11 FEB 2017

No. 36507 value Rs. 100

Date 21-02-2017

Name Abdul Majed M.C Proprietary Prime

GEORGE K.J. ACTING
STAMP VENDOR, PALAYAM JN
KALLA ROAD, CALICUT

MEP Solutions Ksdha

2 RESPONSIBILITIES OF RCET

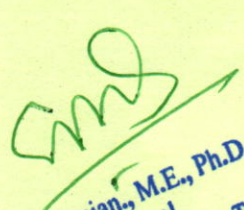
- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by **PRIME MEP**.
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **PRIME MEP**.
- c) RCET shall be responsible for collection of the fees and pay the same to **PRIME MEP SOLUTIONS** according to the mutually agreed rate structure.
- d) RCET shall take care of the accommodation of the faculties from **PRIME MEP** on training days, in the college Hostel.

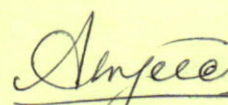
3 RESPONSIBILITIES OF PRIME MEP SOLUTIONS

- a) **PRIME MEP** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **PRIME MEP** shall depute the required faculty/ faculties for the course
- c) **PRIME MEP** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **PRIME MEP** shall supply all the necessary course ware (including hardware and software) to the students
- e) **PRIME MEP** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **PRIME MEP** shall design, conduct and grade the assignment and examination during the course.
- g) **PRIME MEP** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **PRIME MEP** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** **PRIME MEP SOLUTIONS** guarantees placements to 25% of the eligible students who has paid full fess, completed course, site training and has minimum marks in exam conducted by **PRIME MEP SOLUTIONS** and recommended by the college Authorities.

- Location of placements: Kerala, Tamilnadu & Karnataka.
- Nature Of Job: HVAC Engineer, Design Engineer, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer.
- **Starting Salary:** The starting Salary of the students who are going to be placed by **PRIME MEP SOLUTIONS** will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- Process: **PRIME MEP SOLUTIONS** will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.


Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604


Abdul Majeed. M.C

For **PRIME MEP SOLUTIONS**

Proprietor

4 JOINT RESPONSIBILITIES OF RCET AND PRIME MEP SOLUTIONS

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PRIME MEP SOLUTIONS, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY RCET AND PRIME MEP.

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.7200/- per student. However RCET will retain 700/- per students as the handling charge. Hence PRIME MEP SOLUTIONS will be receive the fees as Rs. 6500/- per student

The fees will be PAID to PRIME MEP SOLUTIONS in instalments as mentioned below:

- At the end of 6 classes : 40%
- At the end of 12 classes : 40%
- After placing 25% students : 20 %
- Total : 100%

- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:


Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

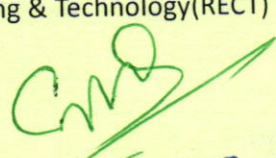
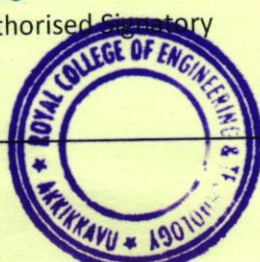
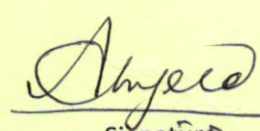
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

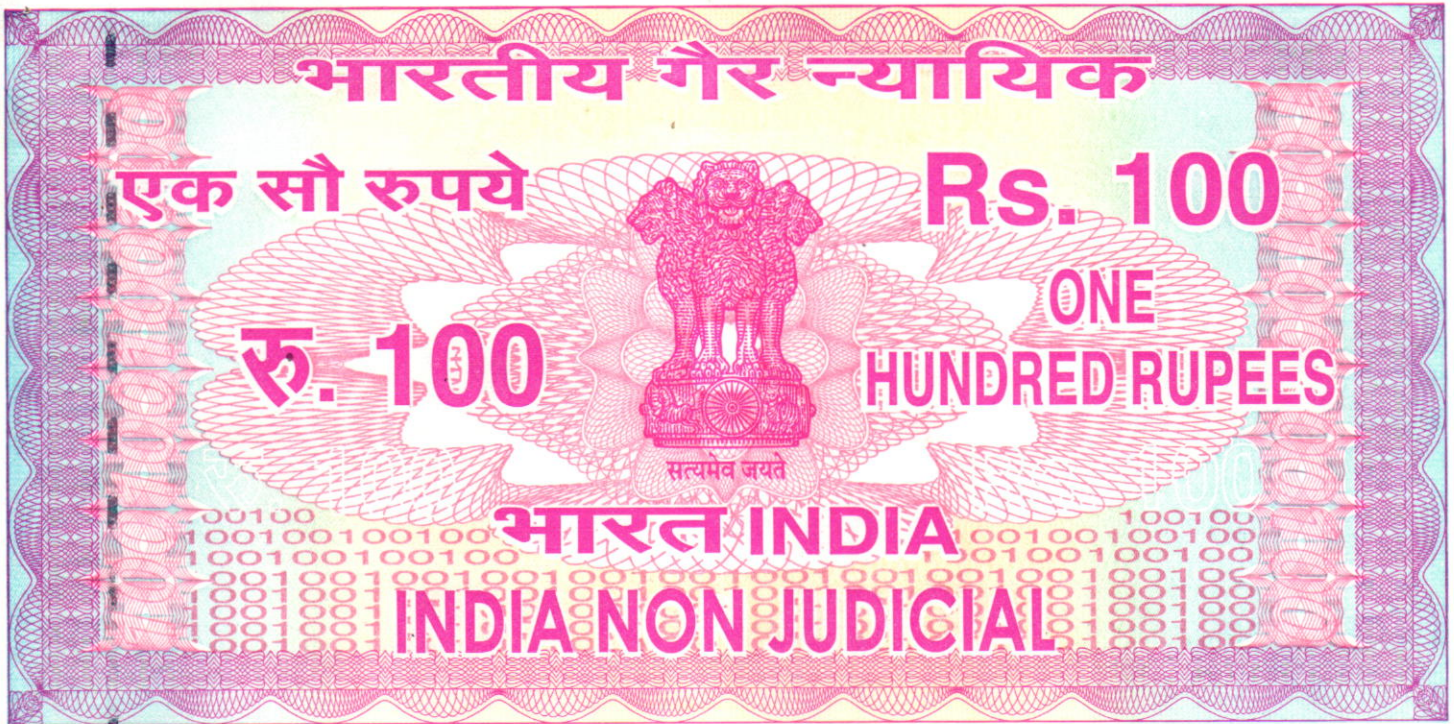
Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 6th day of MARCH 2017


S. Krishnakumar
PRIME MEP SOLUTIONS

<p>Royal College of Engineering & Technology (RCET)</p> <p> Signature Dr. S.P. Subramanian, M.E., Ph.D., F.I.E. Principal Royal College of Engineering & Technology Chiramanangad P.O., Thrissur Dist - 680604 Name Of Authorised Signatory</p> <p>Date : 6/3/17</p> <p></p>	<p>For PRIME MEP SOLUTIONS (PRIME MEP SOLUTIONS)</p> <p> Signature Abdul Majeed M.C Name Of Authorised Signatory</p> <p>For PRIME MEP SOLUTIONS</p> <p>Date : 6/3/17</p> <p>Prop</p>
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കേരളം KERALA

BY 934725

This Memorandum of Understanding (MOU) made and executed on this 26th day of June 2018 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. S P Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

PRIME MEP SOLUTIONS a company registered and having its Office at 2nd Floor, Rahmath mahal building, Palayam, Kozhikode – Pin 673002 and represented By **Mr. ABDUL MAJEED M.C, Managing Partner**, herein after referred to as **PRIME MEP** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part.

For PRIME MEP SOLUTIONS

Abdul Majeed. M.C
Managing Partner *Amjeed*

Amjeed

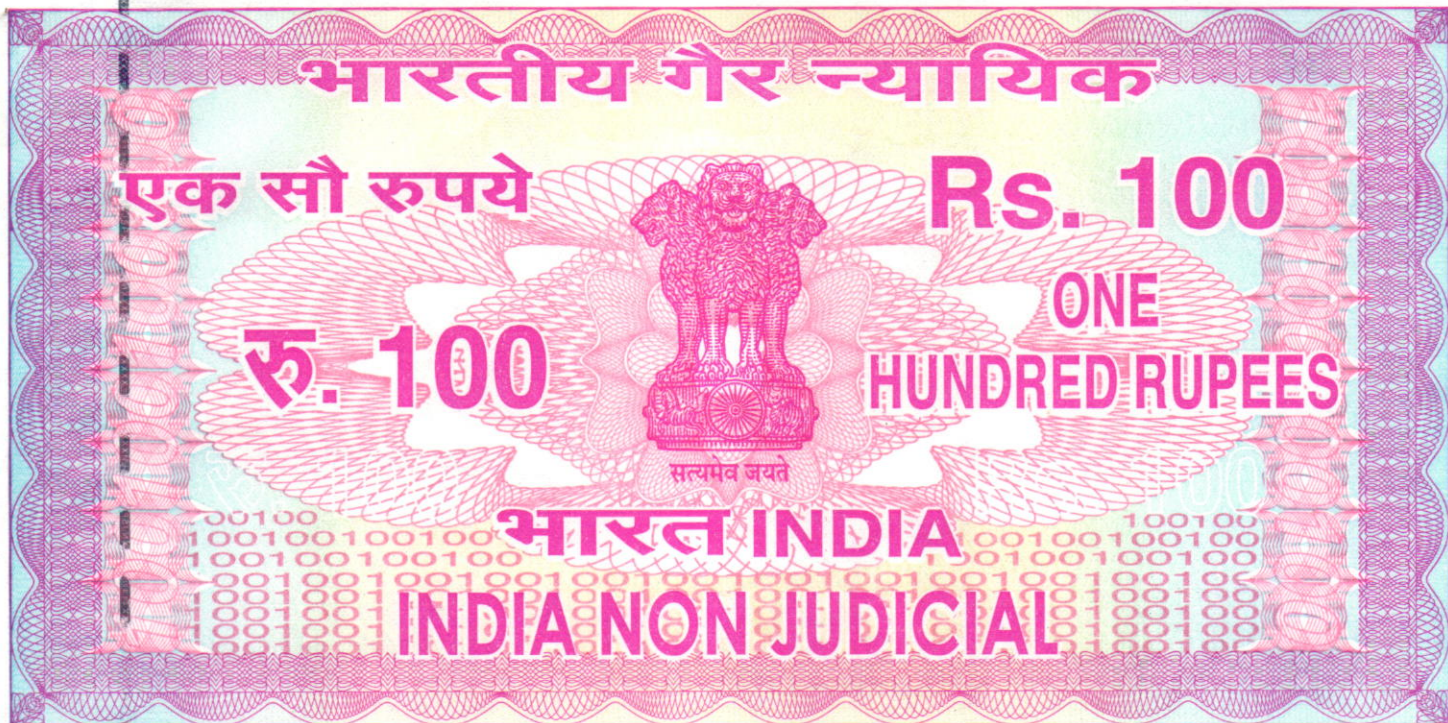
No. 5371 Value Rs 100

Date 23.6.2018

Name Abdul Majeed. M.C
mg. Partner Prime MEP
Solutions Kozhikode

GEORGE K.J., ACTING
STAMP VENDOR PALAYAM
KALLAI ROAD, CALICUT





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BY 934828

(2)

And whereas both **RCET & PRIME MEP** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and PRIME MEP** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

PRIME MEP will conduct a job oriented course **Diploma in MEP** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- The Name of Course will be **Diploma in MEP**.
- The duration of the training will be 20 days – 6Hrs per day: Total 120 Hrs + 1 month site training.
- The course classes will be conducted at mutually convenient dates.

For PRIME MEP SOLUTIONS

Abdul Majeed M.C. *Amjeed*
Managing Partner

Amjeed



No. 5451 Value Rs. 100

Date 25-6-2018

Name Abdul Majeed - M.C.

GEORGE K.J., ACTING
STAMPED OFFICER
KALLAYAM, CALICUT

My Partner Prime MEP Solutions
Kozhikode

2 RESPONSIBILITIES OF RCET

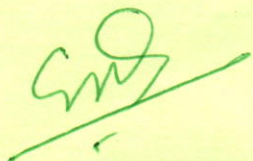
- a) RCET shall appoint "single point of contact" who will be the coordinator for the course conducted by PRIME MEP.
- b) RCET shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by PRIME MEP .
- c) RCET shall be responsible for collection of the fees and pay the same to PRIME MEP SOLUTIONS according to the mutually agreed rate structure.
- d) RCET shall take care of the accommodation of the faculties from PRIME MEP on training days, in the college Hostel.

3 RESPONSIBILITIES OF PRIME MEP SOLUTIONS

- a) PRIME MEP shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by RCET and Prolific
- b) PRIME MEP shall depute the required faculty/ faculties for the course
- c) PRIME MEP shall inform in advance and get the sanction from RCET for any changes in faculty/ faculties
- d) PRIME MEP shall supply all the necessary course ware (including hardware and software) to the students
- e) PRIME MEP shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by RCET
- f) PRIME MEP shall design, conduct and grade the assignment and examination during the course.
- g) PRIME MEP shall bring into the notice about any disciplinary issues from any students during the course to the RCET "single point of contact".
- h) PRIME MEP shall ensure that the infrastructure provided by RCET (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the RCET authorities immediately.

3A **PLACEMENTS:** PRIME MEP SOLUTIONS guarantees placements to 25% of the eligible students who has paid full fess, completed course, site training and has minimum marks in exam conducted by PRIME MEP SOLUTIONS and recommended by the college Authorities.

- Location of placements: Kerala, Tamilnadu & Karnataka.
- Nature Of Job: HVAC Engineer, Design Engineer, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer.
- **Starting Salary:** The starting Salary of the students who are going to be placed by PRIME MEP SOLUTIONS will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- Process: PRIME MEP SOLUTIONS will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.



For PRIME MEP SOLUTIONS
 Abdul Majeed.M.c. *Amjeed*
 Managing Partner

4 JOINT RESPONSIBILITIES OF RCET AND PRIME MEP SOLUTIONS

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PRIME MEP SOLUTIONS, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY RCET AND PRIME MEP.

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.8000/- per student. However RCET will retain 800/- per students as the handling charge. Hence PRIME MEP SOLUTIONS will be receive the fees as Rs. 7200/- per student

The fees will be PAID to PRIME MEP SOLUTIONS in instalments as mentioned below:

- At the end of 6 classes : 40%
- At the end of 12 classes : 40%
- After placing 25% students : 20 %
- Total : 100%

- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOUAND ADJUSTMENTS:

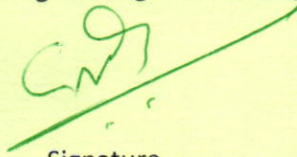
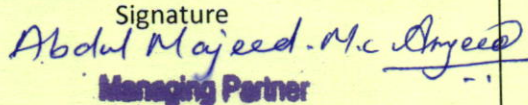
Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

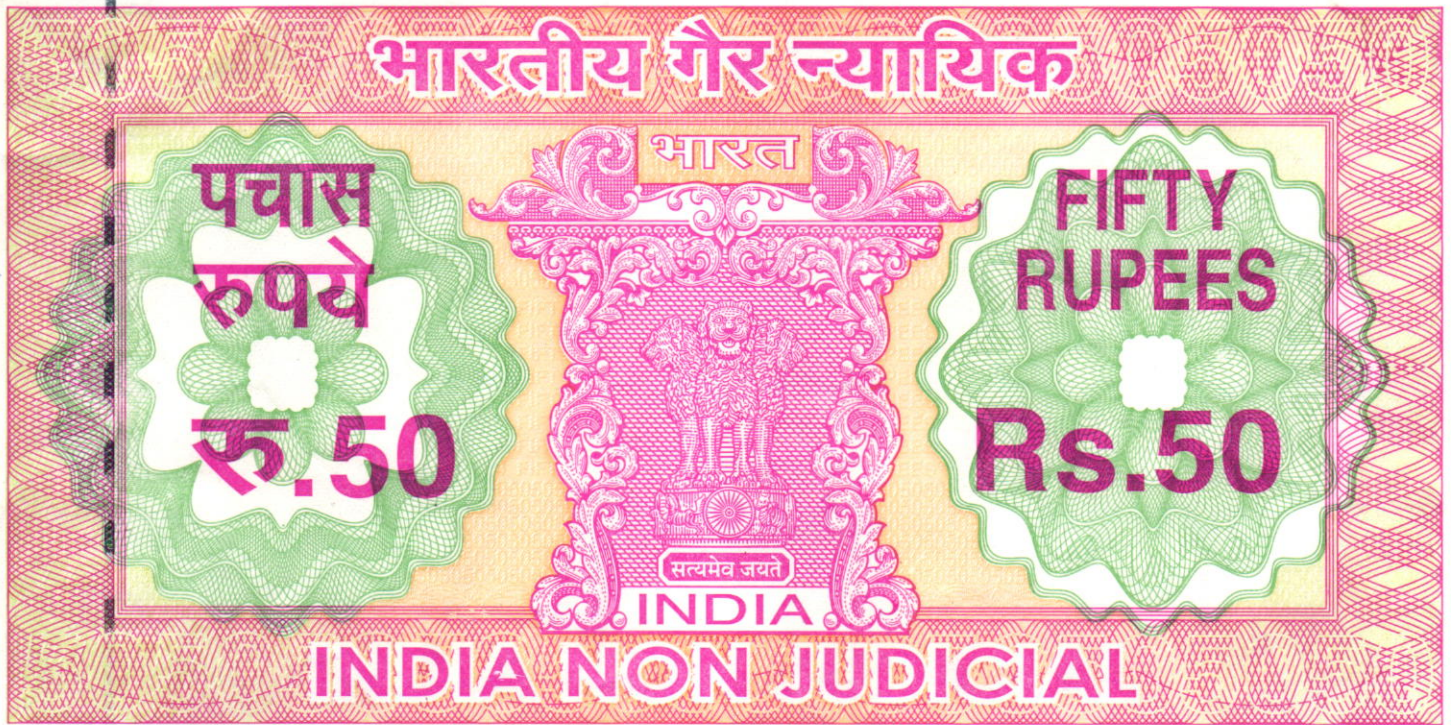
1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

In WITNESS WHERE OF The parties hereto have executed this MOU on the 26th
day of JUNE 2018

<p>Royal College of Engineering & Technology(RECT)</p> <p> Signature</p> <p>Name Of Authorised Signatory</p> <p>Date :</p>	<p>For PRIME MEP SOLUTIONS(PRIME MEP SOLUTIONS)</p> <p>For PRIME MEP SOLUTIONS Signature  Managing Partner</p> <p>Name Of Authorised Signatory</p> <p>Date :</p>
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കേരളം KERALA

BS 985315

and whereas both **RCET & DECIBEL** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and DECIBEL** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

DECIBEL will conduct a job oriented course **Certified Quality Controller** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:


- The Name of Course will be **Certified Quality Controller**
- The duration of the training will be 3 MONTHS – 6 Hrs per day
- The course classes will be conducted at mutually convenient dates

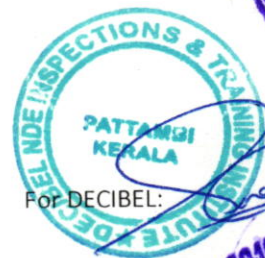
NO: 1793 DATE 17-04-19 VALUE Rs. 50/-

SOLD TO DECIBEL

For RCET:

Pattambi.

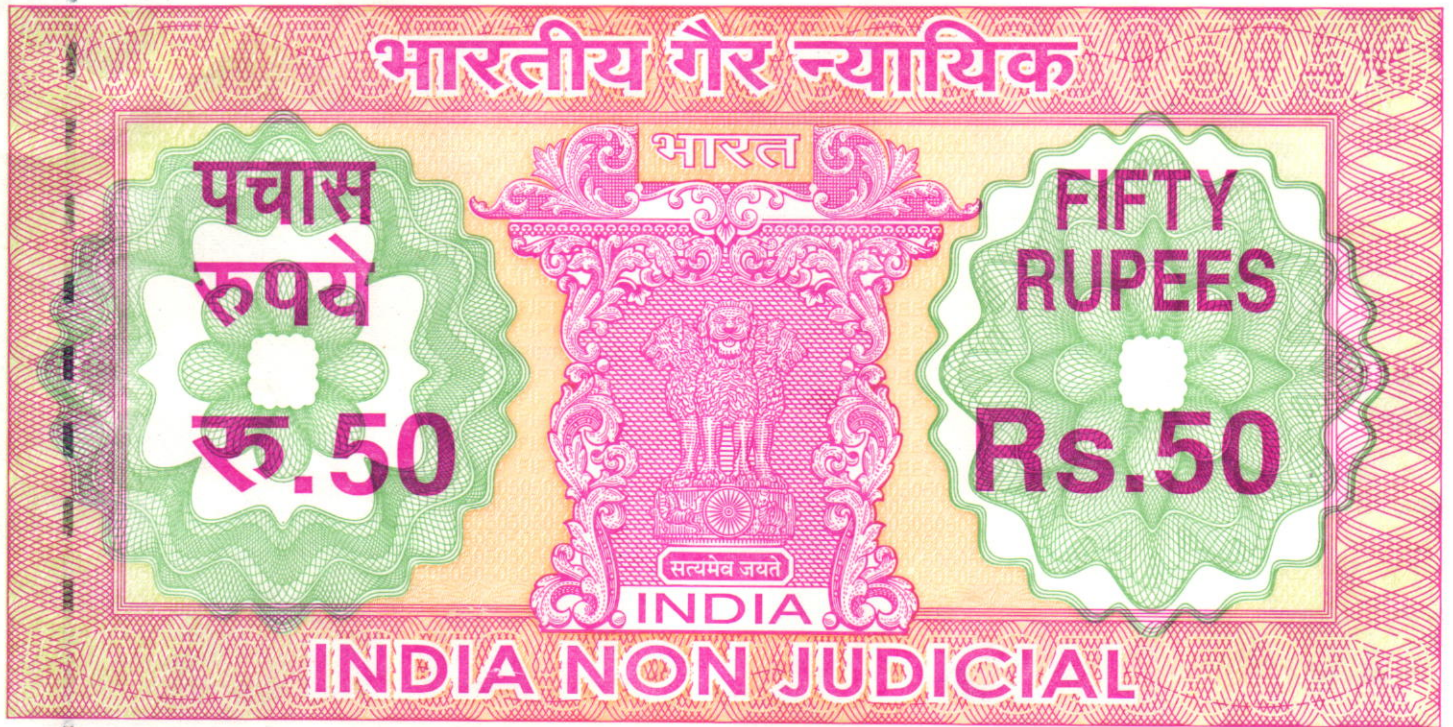
NIRMALA. K. 
AG: M.M.C. & S. R. O. VENDOR, PATTAMBI



For DECIBEL:

10 APR 2019





കേരളം KERALA

BS 985314

This Memorandum of Understanding (MOU) made and executed on this 17th day of April 2019 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. SP Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

DECIBEL NDE INSPECTION & TRAINING INSTITUTE a company registered and having its Office at 2nd Floor, Plainfield Business Enclave, Near Civil Court, pattambi, palakkad district, kerala 679303 and represented By **Mr. Sangeeth Kavil P, L & D Coordinator**, herein after referred to as **DECIBEL** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part

No: 1792 DATE 17-04-19 VALUE Rs. 50/-

SOLD TO DECIBEL
For RCET:
Pattambi

NIRMALA. K.
AG: M.M.C. & S. R. O. VENDOR, PATTAMBI



2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course conducted by **DECIBEL**.
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **DECIBEL**
- c) **RCET** shall be responsible for collection of the fees and pay the same to **DECIBEL** according to the mutually agreed rate structure.
- d) **RCET** shall take care of the accommodation of the faculties from **DECIBEL** on training days, in the college Hostel.

3 RESPONSIBILITIES OF DECIBEL

- a) **DECIBEL** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **DECIBEL** shall depute the required faculty/ faculties for the course
- c) **DECIBEL** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **DECIBEL** shall supply all the necessary course ware (including hardware and software) to the students
- e) **DECIBEL** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **DECIBEL** shall design, conduct and grade the assignment and examination during the course.
- g) **DECIBEL** bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **DECIBEL** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD, Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A **PLACEMENTS:** **DECIBEL** guarantees placements to 25% of the eligible students who has paid full fess, completed course, site training and has minimum marks in exam conducted by **DECIBEL** and recommended by the college Authorities.

- Location of placements: All India any Location Based on Job Availability
- Nature Of Job: Based on the Certified Qualifications
- **Starting Salary:** The starting Salary of the students who are going to be placed by **DECIBEL** will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- **Process:** **DECIBEL** will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.

4 JOINT RESPONSIBILITIES OF RCET AND PRIME MEP SOLUTIONS

For RCET:



For DECIBEL:



- a) The final course certificate to the students who have undergone and successfully completed the course conducted by **DECIBEL**, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **DECIBEL**

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.22000/- per student. However RCET will retain 2000/- per students as the handling charge. Hence Decibel will be receive the fees as Rs. 20000/- per student

The fees will be PAID to Decibel instalments as mentioned below:

- At the end of 36 classes : 40%
 - At the end of 36 classes : 40%
 - After placing 25% students : 20 %
 - Total : 100%
- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.

7 TERMINATIONS OF THE MOUAND ADJSTMENTS:

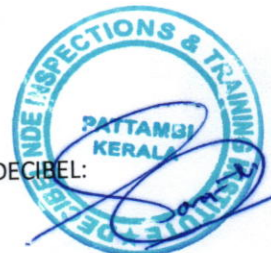
Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

For RCET:



For DECIBEL:



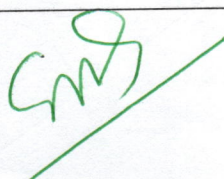
Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.

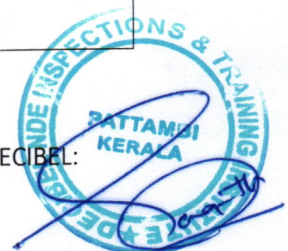
In WITNESS WHERE OF The parties hereto have executed this MOU on the 24th day of April 2019

Royal College of Engineering & Technology (RECT)	For DECIBEL NDE INSPECTION & TRAINING INSTITUTE (DECIBEL) Sangeetha Kail. P
Signature	Signature
Name Of Authorised Signatory	Name of Authorised Signatory

For RCET:



For DECIBEL:



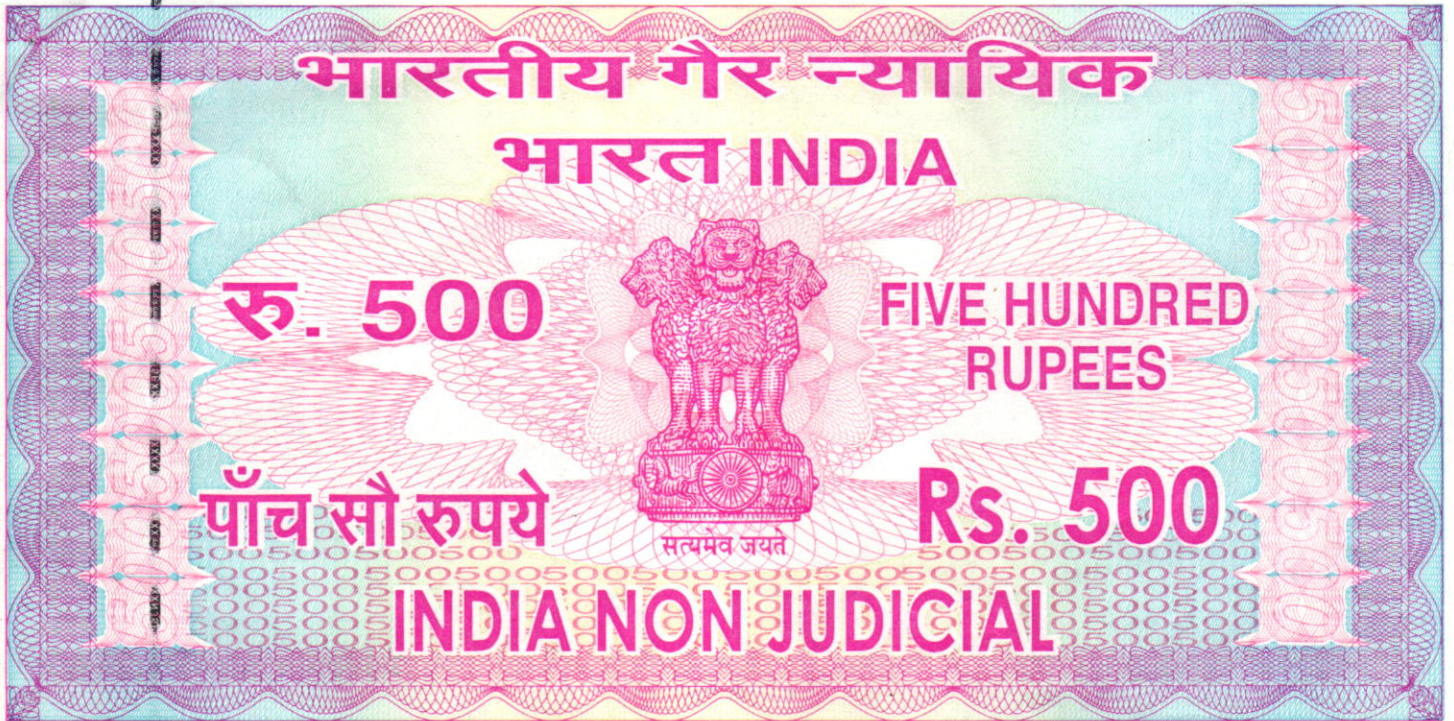
Date	Date 10/04/2019

For RCET:



For DECIBEL





കേരളം KERALA

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This Memorandum of Understanding (MOU) made and executed on this 24th day of April 2019 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. S P Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

PRIME MEP SOLUTIONS a company registered and having its Office at 2nd Floor, Rahmath mahal building, Palayam, Kozhikode – Pin 673002 and represented By **Mr. ABDUL MAJEED M.C, Managing Partner**, herein after referred to as **PRIME MEP** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part.

Amjeed

Abdul Majeed. M. c

cmr



No: 1340 Value: 250
Date: 16.4.2019
Name: Abdul Majeed-M. C My. Partner
K.V. JOHN, STAMP VENDOR
PALAYAM JUNCTION
Kozhikode ROAD CALICUT

Prime MEP Solutions
Kozhikode

And whereas both **RCET & PRIME MEP** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and PRIME MEP** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

PRIME MEP will conduct a job oriented course **Diploma in MEP** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **Diploma in MEP**.
- b) The duration of the training will be 20 days – 6Hrs per day: Total 120 Hrs + 1 month site training.
- c) The course classes will be conducted at mutually convenient dates.

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course conducted by **PRIME MEP**.
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **PRIME MEP**.
- c) **RCET** shall be responsible for collection of the fees and pay the same to **PRIME MEP SOLUTIONS** according to the mutually agreed rate structure.
- d) **RCET** shall take care of the accommodation of the faculties from **PRIME MEP** on training days, in the college Hostel.

3 RESPONSIBILITIES OF PRIME MEP SOLUTIONS

- a) **PRIME MEP** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and Prolific
- b) **PRIME MEP** shall depute the required faculty/ faculties for the course
- c) **PRIME MEP** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **PRIME MEP** shall supply all the necessary course ware (including hardware and software) to the students
- e) **PRIME MEP** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **PRIME MEP** shall design, conduct and grade the assignment and examination during the course.
- g) **PRIME MEP** shall bring into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **PRIME MEP** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.



Abdul Majeed
Abdul Majeed.M.c

3A **PLACEMENTS:** PRIME MEP SOLUTIONS guarantees placements to 25% of the eligible students who has paid full fess, completed course, site training and has minimum marks in exam conducted by PRIME MEP SOLUTIONS and recommended by the college Authorities.

- Location of placements: Kerala, Tamilnadu & Karnataka.
- Nature Of Job: HVAC Engineer, Design Engineer, Trainee Engineer, Project Engineer, Maintenance Engineer, Service Engineer, Marketing Engineer, customer support Engineer.
- **Starting Salary:** The starting Salary of the students who are going to be placed by PRIME MEP SOLUTIONS will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- Process: PRIME MEP SOLUTIONS will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.

4 JOINT RESPONSIBILITIES OF RCET AND PRIME MEP SOLUTIONS

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by PRIME MEP SOLUTIONS, and have paid the full fee for the course shall be JOINTLY BE ISSUED BY RCET AND PRIME MEP.

5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.8000/- per student. However RCET will retain 800/- per students as the handling charge. Hence PRIME MEP SOLUTIONS will be receive the fees as Rs. 7200/- per student

The fees will be PAID to PRIME MEP SOLUTIONS in instalments as mentioned below:

- At the end of 6 classes : 40%
- At the end of 12 classes : 40%
- After placing 25% students : 20 %
- Total : 100%

- 2) The mode of payment will be by Cheque / DD

6 CONFIDENTIALITY:

Both parties herby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.



Amjee
Abdul Majeed. M.c

7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:



Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.


In WITNESS WHERE OF The parties hereto have executed this MOU on the 23rd
day of April 2019

<p>Royal College of Engineering & Technology (RECT)</p> <p><i>[Signature]</i></p> <p>Signature </p> <p>Name Of Authorised Signatory</p> <p>Date :</p>	<p>For PRIME MEP SOLUTIONS (PRIME MEP SOLUTIONS)</p> <p><i>[Signature]</i></p> <p>Signature </p> <p><i>Abdul Majeed. M.c</i></p> <p>Name Of Authorised Signatory</p> <p>Date : <i>16/4/2019</i></p>
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This Memorandum of Understanding (MOU) made and executed on this 22nd day of October 2018 between **Royal College of Engineering And Technology**, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called **RCET** and represented by Principal **Dr. SP Subramaniyan** (which expression shall include its successor and assigns) of the first part:

And

DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE a company registered and having its Office at 1st & 2nd Floor, Plainfield Business Enclave, Near Civil Court, Pattambi, Palakkad District, Kerala 679303 and represented By **Mr. Sangeeth Kavil P, L&D Coordinator**, herein after referred to as **DECIBEL** (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part



Sangeeth. Kavil. P

And whereas both **RCET & DECIBEL** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and DECIBEL** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

DECIBEL will conduct a job oriented course **Certificate course in Certified Quality Controller** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **Certificate course in Certified Quality Controller**
- b) The duration of the training will be **3 MONTHS (90 Working Days)– 6Hrs per day**
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course conducted by **DECIBEL**.
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **DECIBEL**
- c) **RCET** shall be responsible for collection of the fees and pay the same to **DECIBEL** according to the mutually agreed rate structure.
- d) **RCET** shall take care of the accommodation of the faculties from **DECIBEL** on training days, in the college Hostel.

3 RESPONSIBILITIES OF DECIBEL

- a) **DECIBEL** shall deliver the complete course as per the syllabus submitted along with their proposal and which is mutually agreed by **RCET** and **DECIBEL**
- b) **DECIBEL** shall depute the required faculty/ faculties for the course
- c) **DECIBEL** shall inform in advance and get the sanction from **RCET** for any changes in faculty/ faculties
- d) **DECIBEL** shall supply all the necessary course ware (including hardware and software) to the students
- e) **DECIBEL** shall conduct the course in accordance to college timings, if any changes or extension in class timing are required the same shall be sanctioned by **RCET**
- f) **DECIBEL** shall design, conduct and grade the assignment and examination during the course.


Saravjeet Kaur . P

- g) **DECIBEL** brings into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
- h) **DECIBEL** shall ensure that the infrastructure provided by **RCET** (Like Lab, LCD Projector etc....) are intact during the course. In case of any issues, the same should be brought to the notice of the **RCET** authorities immediately.

3A PLACEMENTS: **DECIBEL** guarantees placements to 25% of the eligible students who has paid full fees, completed entire training course successfully, site training (if any), 90 % Attendance in Training Programs and has attained minimum marks in exam conducted by **DECIBEL** or Respective Certification Body which recognises the certification program and also recommended by the college Authorities.

- Location of placements: Any Where in India.
- Nature Of Job: Trainee Engineer, NDT Technician, NDT Engineer, Junior QC Engineer, Site Engineer etc...
- **Starting Salary:** The starting Salary of the students who are going to be placed by **DECIBEL** will be in the range of Minimum Rs. 6000 to Rs. 9000/ Month (approx.).
- Process: **DECIBEL** will arrange interview and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his/her first offer letter.
- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.

4 JOINT RESPONSIBILITIES OF RCET AND DECIBEL

- a) The final course certificate to the students who have undergone and successfully completed the course conducted by **DECIBEL**, and has paid the full fee for the course shall be JOINTLY BE ISSUED BY **RCET** AND **DECIBEL** which can be categorized as a Certificate of Successful Participation.


5 FEES STRUCTURE AND MODE OF PAYMENT

- 1) The course fee is mutually agreed as Rs.22000/- per student. However **RCET** will retain 2000/- per students as the handling charge. Hence **Decibel** will be receiving the fees as Rs. 20000/- per student

The fees will be PAID to **Decibel** in instalments as mentioned below:

- | | |
|------------------------------|--------|
| • Beginning of the Classes | : 40% |
| • At the end of 36 classes | : 40% |
| • After placing 25% students | : 20 % |
| • Total | : 100% |

- 2) The mode of payment will be by Cheque / DD


Sangeetha Kavi-1-9

6 CONFIDENTIALITY:

Both parties hereby to maintain such information relating to methods, trade, secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course fulfilling mutual responsibilities in this MOU. Both the parties shall ensure that their employees also maintain confidentiality of any information under this MOU that is divulged to them.


7 TERMINATIONS OF THE MOU AND ADJUSTMENTS:

Each Party shall have the right to terminate this MOU by a prior notice of 30 days in writing to the other party upon the occurrence of the following event.

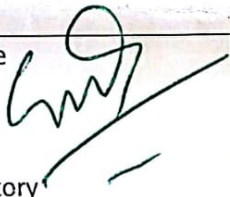


1. If either party commits any willful breach of any terms stipulated in this agreement and has failed to rectify the same within notice period of 30 days. The parties shall be responsible for completing the course for the students who are already enrolled before the termination of the MOU
2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.


Sangeetha. Kavis

In WITNESS WHERE OF The parties hereto have executed this MOU on the __22nd of October 2018

Royal College of Engineering & Technology (RECT)	For DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE (DECIBEL)
Signature 	Signature 
Name Of Authorised Signatory	Name of Authorised Signatory Sargesh. P. K. 
Date:	Date 22-10-2018






കേരളം KERALA

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This Memorandum of Understanding (MOU) made and executed on this 20th day of January 2020 between Royal College of Engineering And Technology, an educational Institution in Engineering & technology and located at Chiramanangad P.O, Akkikavu, Thrissur. Pin-680604 Kerala herein after called RCET and represented by Principal Dr. SP Subramaniyan (which expression shall include its successor and assigns) of the first part.

And

DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE a company registered and having its Office at 1st & 2nd Floor, Plainfield Business Enclave, Near Civil Court, Pattambi, Palakkad District, Kerala 679303 and represented By Mr. Sangeeth Kavi P, L&D Coordinator, herein after referred to as DECIBEL (which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns) of the other part


Sangeeth Kavi P

No 52903. DATE 28.01.2020 VALUE Rs. 100/-

SOID TO DEBIBEL
PATTAMBI

NIRMALA
AG: M.M.C. & S.R.O. VENDOR, PATTAMBI



And whereas both **RCET& DECIBEL** have agreed to form a 'strategic alliance' for providing an Add on Course to the identified Engineering students of RCET for mutual Benefit.

And whereas, on the faith and strength of such representation and warranty, both **RCET and DECIBEL** have agreed to enter into this MOU as per the mutually agreed clauses as agreed below:

DECIBEL will conduct a job oriented course **Certificate course in Certified Quality Controller** at **RCET** premises for the Identified Final Year **MECHANICAL ENGINEERING** students of **RCET**

1 COURSE DETAILS:

- a) The Name of Course will be **Certificate course is Certified Quality Controller**
- b) The duration of the training will be 3 MONTHS (90 Working Days)– 6Hrs per day
- c) The course classes will be conducted at mutually convenient dates

2 RESPONSIBILITIES OF RCET

- a) **RCET** shall appoint "single point of contact" who will be the coordinator for the course conducted by **DECIBEL**.
- b) **RCET** shall provide the infrastructure (Classroom, computer Lab, LCD projector, Internet connections, power and white Board with marker etc.....) for the course offered by **DECIBEL**
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- d) **RCET** shall take care of the accommodation of the faculties from **DECIBEL** on training days, in the college Hostel.

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Sangeeth Kavalp

- g) **DECIBEL** brings into the notice about any disciplinary issues from any students during the course to the **RCET** "single point of contact".
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- Nature Of Job: Trainee Engineer, NDT Technician, NDT Engineer, Junior QC Engineer, Site Engineer etc...
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- In case a student gets an offer letter and didn't join the concerned company, will be considered as one placement.

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- 1) The course fee is mutually agreed as Rs.22000/- per student. However **RCET** will retain 2000/- per students as the handling charge. Hence **Decibel** will be receiving the fees as Rs. 20000/- per student

The fees will be PAID to **Decibel** in instalments as mentioned below:

- | | |
|------------------------------|--------|
| • Beginning of the Classes | : 40% |
| • At the end of 36 classes | : 40% |
| • After placing 25% students | : 20 % |
| • Total | : 100% |

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2. Adjustments to this MOU may be made throughout the life of the agreement if both parties approve the changes.

Authorised Representatives

Both parties have to declare that their duly authorised representatives and shall execute this agreement.



Sangeetha K. K

In WITNESS WHERE OF The parties hereto have executed this MOU on the __20th of January 2020

Royal College of Engineering & Technology (RECT)	For DECIBEL NDE INSPECTIONS & TRAINING INSTITUTE (DECIBEL)
Signature	Signature
Name Of Authorised Signatory	Name of Authorised Signatory
Date:	Date 20-01-2020

