



**LAKSHMI NARAIN COLLEGE OF TECHNOLOGY,  
EXCELLENCE (LNCTE), BHOPAL**

**Department of CSE**

**MOU's for Industry supported activities**

S.No.	Name of Industry	Activity Supported
1	IndEyes Infotech pvt. Ltd.Bhopal	Training, Industry and Institute Interaction, Research Activities, IOT Projects
2	Cisco Academy	Training, Industry and Institute Interaction, Research Activities
3	Infosys Ltd.	Training, Industry and Institute Interaction, Research Activities
4	TechniNest Pvt.ltd.Jaipur	Training, Industry and Institute Interaction, Research Activities
5	Saksham Digital Technology	Training, Industry and Institute Interaction, Research Activities
6	Aspiring minds	Training, Industry and Institute Interaction, Research Activities
7	Data Cabinet DBA Lab, San Francisco USA	Programming Language, Database and Bigdata, A.I related software, O.S related software and Networking Software
8	Virtual Lab	Remote lab access
9	Hexas Technologies pvt. Ltd.	Industrial Training and visits, Guest Lectures, Training
10	PwC	Training, Industry and Institute Interaction, Research Activities
11	Ayaam Limited	Industrial Training and visits, Guest Lectures, Training



## Cisco Academy Membership Agreement

On behalf of the Cisco Networking Academy global community, Welcome! This Cisco Academy Membership Agreement ("**Agreement**") is entered into by and between Cisco Systems, Inc. and the organization that you represent ("**Academy**"), supersedes any other agreement by and between the parties relating to the subject matter of this Agreement, and governs the Academy's participation in the Cisco Networking Academy. By accepting this Agreement, your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

1. **Networking Academy Membership Guide.** The Networking Academy Membership Guide ("**NAMG**") describes the benefits, roles and responsibilities of Cisco and the Academy. The NAMG forms part of this Agreement and will be made available to the Academy by Cisco. Academy should review the NAMG carefully before agreeing to participate in the Cisco Networking Academy and comply with the NAMG at all times. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any material changes to the NAMG.
2. **Grant of License**
  - (a) **Course Material.** Cisco hereby grants Academy a nonexclusive, nontransferable license to use all educational material, including the web-based instructional courses provided by Cisco as part of the Program ("Curriculum"), lab exercises, instructor guides, simulation tools, and similar material or data made available to Academy by Cisco for use in connection with the Program ("Course Material") solely for the purpose of fulfilling its obligations during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Academy shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
  - (b) **Software.** Except as set forth in any separate license, purchase, loan, or donation agreement for any commercially available Cisco hardware, Software or other technology ("Products"), Academy's rights and obligations with respect to any and all machine readable (object code) versions of any computer programs made available by Cisco to the Academy, and any copies, updates, or upgrades thereof provided in connection with the Program ("Software") shall at all times be subject to the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL: [Software and Cloud Services Terms - Cisco](#) ("Software License Agreement").
  - (c) **Product Identification.** Academy shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.
  - (d) **No Cost.** Cisco shall provide Academy access to the Course Material at no charge. Academy acknowledges and agrees that Cisco may modify the Course Material at any time in its discretion.
3. **Warranties.** Cisco provides all resources (including all course materials, services, websites or other deliverables) "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMG. Academy shall not make any warranty, representation, or commitment concerning the Cisco Networking Academy program (the "Program"), whether written or oral, on Cisco's behalf, except as expressly set forth herein.
4. **Data Protection.**
  - (a) The Academy agrees to and shall at all times comply with the NetAcad Data Protection Addendum (a copy of which is located at [Global NetAcad Instance | Networking Academy](#)), the terms of which are hereby incorporated herein by reference and may be modified by Cisco from time to time.
  - (b) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages,

liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of a breach of the Data Protection Addendum.

5. **Term, Termination.** Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when you click "I Agree" below. The term shall be automatically renewed for additional twelve (12) month terms unless sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this Agreement. Notwithstanding the foregoing, either Cisco or the Academy may terminate this Agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Further, this Agreement may be terminated immediately by Cisco, upon written notice, in the event of breach of Section 7 ("Confidentiality") of this Agreement. Either party may also terminate this Agreement immediately by providing written notice, if the other party ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the foregoing occurs under applicable law. Either party may refuse to extend or renew the three-year term for any reason or no reason.
6. **Compliance with Laws.** Academy represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Academy to perform hereunder have been obtained, or will be obtained, before Academy participates in the Program or delivers course material to students. Without limiting the foregoing, Academy represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Academy shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Academy shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances, including, but not limited to, applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement.
7. **Confidentiality.** Academy shall not disclose (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Academy knows or reasonably should know is confidential, proprietary or a trade secret of Cisco ("Confidential Information") to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Academy shall have no obligation to protect as confidential any information which (a) was legally in its possession or known to Academy without any obligation of confidentiality prior to receiving it from Cisco; (b) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (c) is legally obtained by Academy from a third party source without any obligation of confidentiality; or (d) is developed by or for Academy without use of the Confidential Information and such independent development can be documented. Academy may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Academy provides to Cisco: (i) prior written notice of such obligation; and (ii) the opportunity to oppose such disclosure or obtain a protective order.
8. **Limitation of Liability.** EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ACADEMY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION. IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ACADEMY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable law.
9. **General Provisions.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to principles of conflicts of laws. The Parties disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Cisco may change this Agreement, including the NAMG and the NetAcad Data Protection Addendum, by providing you with notice of any such changes. If any changes are material, Cisco will provide you with advance notice of such changes. If you do not accept such changes you may terminate this Agreement with immediate effect by notice to Cisco.

Cisco may provide local language translations of this Cisco Academy Membership Agreement in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this Cisco Academy Membership Agreement will prevail.

By clicking "I Agree", you represent that you are authorized to enter into this Agreement (including the NAMG) on behalf of the Academy.

Americas Headquarters  
Cisco Systems, Inc.  
San Jose, CA

Asia Pacific Headquarters  
Cisco Systems (USA) Pte. Ltd.  
Singapore

Europe Headquarters  
Cisco Systems International BV  
Amsterdam, The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at [www.cisco.com/go/offices](http://www.cisco.com/go/offices).

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: [www.cisco.com/go/trademarks](http://www.cisco.com/go/trademarks). Third-party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (1110R)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 7-Apr-2023 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560 100, India (hereinafter "Infosys") and LNCT GROUP OF COLLEGES (including its subsidiaries and Affiliates as listed under Annexure A) organized and existing under the laws of the state of Madhya Pradesh and having its primary place of business at LNCT Campus Kalchuri Nagar, Raisen Road, Bhopal - 462021 (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

### Recitals

WHEREAS the Partner is a one of the leading colleges for engineering courses in central India (hereinafter referred to as "Services"); and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

### 1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

### 2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. Partner may disclose Infosys' Confidential and Proprietary Information if Partner is required to do so under applicable law, rule or order or communicated in response to a valid order by a court of required by any governmental body or regulatory / legal authority, provided that, Partner, where reasonably practicable and to the extent

legally permissible, provides Infosys with prior written notice of the required disclosure so that Infosys may seek a protective order or other appropriate remedy, and provided further that Partner discloses no more Confidential and Proprietary Information than is reasonably necessary in order to respond to the required disclosure. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

### 3. DATA PRIVACY

3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of services contemplated herein; shall adhere to the stipulations agreed under Schedule C.

3.2 With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys: (a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.

3.3 Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

### 4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

"Free Software Foundation" means an entity defined at <https://www.fsf.org/about/>.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

"Open Source Software" means any software that is licensed under any license listed or described at <http://www.opensource.org/docs/definition.php> or any license currently listed at <http://www.opensource.org/licenses>, Free Code as defined by the Free Software Foundation.

4.1 Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential

process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.

4.2 Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.

4.3 Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party unless otherwise agreed in this MOU. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.

4.4 All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.

4.5 If Partner chooses to make the Partner Content available only to its authorized users, Partner grants Infosys a non-exclusive, worldwide, royalty free license during the term of the MOU to host and display the Partner Content to authorized users of Partner through Infosys Springboard. In the event Partner chooses to make the Partner Content available at all the users of Infosys Springboard, Partner grants Infosys a non-exclusive, worldwide, royalty free, sub-license, perpetual license to host, copy, store, transmit or publicly display the Partner Content.

4.6 Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.

4.7 Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against: (i) any third party claim arising from the PARTNER'S Content; (ii) breach of any warranties including implied warranties contained in this MOU by Partner; (iii) breach of confidentiality, data privacy and/or security obligations under this MOU, by Partner.

Infosys agrees to indemnify, defend, and hold harmless Partner, its Affiliates, directors, officers, employees, representatives, and agent for any losses, damages or expenses incurred by Partner (including reasonable attorney fees) against any third-party claims (i) arising from the Infosys breach of intellectual property rights; and (ii) breach of confidentiality, under this MOU. If any infringement claim is made or the same appears as a just claim concerning Infosys' Content, Infosys shall modify Infosys' Content so that is no longer infringing; or replace it with a non-infringing Infosys' Content.

THE INDEMNIFICATIONS STATED HEREIN ARE WITHOUT PREJUDICE TO THE INDEMNIFICATIONS THAT PARTNER HAS PROVIDED ELSEWHERE IN THIS MOU.

4.8 Partner agrees not to do, and not to allow or authorize any of its instructors or third party to do, any of the following:

- a. Use Infosys Springboard in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services provided by Infosys Springboard, or that could damage, disable, overburden or impair the functioning of the Infosys Springboard;
- b. Harvest or collect information about other users, including their email addresses or any other personal details, without their consent;
- c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Infosys Springboard or to extract data from Infosys Springboard;
- d. Reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard (except as otherwise expressly permitted by law);
- e. Use or attempt to use any account for which the Party does not have authorization;
- f. Impersonate or post on behalf of any person or entity or otherwise misrepresent the Party's affiliation with a person or entity;
- g. Attempt to circumvent any content filtering techniques Infosys employs, or attempt to access any service or area of Infosys Springboard not authorized to access by the Partner;
- h. Engage in any harassing, intimidating, predatory or stalking conduct;
- i. Develop any third-party applications that interact with Infosys Springboard without our prior written consent;
- j. Use Infosys Springboard for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms; and
- k. Upload any Content which is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force

## 5. TERM



This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5(Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

Upon completion, termination or expiration of this MOU, Partner will, in addition to any other obligations of Partner on completion, termination or expiration:

- (i) Cease all performance of the completed or terminated Services and furnish and return to Infosys all access of Infosys Springboard;
- (ii) Return to Infosys all copies of any Confidential or Proprietary Information of Infosys related to the completed or terminated Services and cease all use of these materials; Partner shall also certify to Infosys that it has complied with such obligations.

#### 6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

#### 7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

- (i) in the execution of this MOU, Partner shall comply with all applicable laws, regulations and ordinances;
- (ii) Partner shall not subcontract any part of the Services without prior written approval of Infosys.
- (iii) that the Partner Content will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the Services of Infosys or allow unauthorized access into Infosys systems or hardware.

Infosys represents and warrants that:

- (i) the Services will be performed consistent with generally accepted industry standards in a professional and workmanlike manner.
- (ii) in the execution of this MOU, Infosys shall comply with all applicable laws, regulations, and ordinances, related to Prevention of Corruption Act, 1988; UK Bribery Act, 2010 and US Foreign Corrupt Practices Act, 1977.

Except as otherwise expressly set forth in this MOU, neither Party makes any warranties, guarantees or representations of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

#### 8. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information) and 9(g) (Non-Hire), and use/ breach of any intellectual property rights; for claims arising from any willful misconduct, fraud, misrepresentation, and or violation by Partner of any laws, rules, ordinances, or regulations; and any other liability which cannot be excluded under law,

Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

#### 9. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

##### To Partner:

Attention: Dr. Anuj Garg  
Title: Director, Training & Placement  
Address: LNCT Campus Kalchuri Nagar, Raisen Road, Bhopal – 462021

##### To Infosys:

##### Infosys Limited

Attention: Mr. Thirumala Arohi  
Senior Vice President and Head, Education Training and Assessment  
Address: Plot No. 44 & 97A, ElectronicsCity, Hosur Road, Bangalore – 560100, India

##### With a copy to:

Attention:  
Department: Legal Department  
Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore – 560100, India  
Phone : +91 80 28520261

Either Party may change such address by notice to the other Party.

#### 10. GENERAL PROVISIONS

a. **Independent Contractors.** It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

b. **Force Majeure.** Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence including but not limited to natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, communication line failures not the fault of the affected

Party (hereafter referred to as a "Force Majeure Event"). A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event.

c. **Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

d. **Assignment:** Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MOU without receiving the express prior written consent of the other Party, such consent not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MOU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.

e. **Dispute Resolution and Arbitration:** In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this Agreement. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

f. **Governing Law:** This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.

g. **Non-Hire:** Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

For Infosys Limited

For Partner

Date : 30.05.2023

Date : 7-Apr-2023

Place : Bangalore


Place : Bhopal

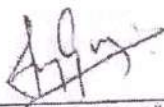
Name : Mr. Thirumala Arohi

Name : Dr. Anuj Garg

Title : Senior Vice President and Head  
Education Training and Assessment

Title : Director, Training & Placement

  
Signature (with seal)

  
Signature (with seal)

DIRECTOR  
TRAINING & PLACEMENT  
LNCT GROUP OF COLLEGES

Infosys Springboard MOU Template Ver2.4 - 20221125

Senior Vice President  
Head-Education, Training & Assessment  
INFOSYS LIMITED  
44, Electronics City, Hosur Road  
BANGALORE - 560 100 INDIA

## SCHEDULE A

### Infosys Springboard Scope and Details of the Services

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Master-classes, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of February 2022, nearly 17.5 lakhs learners and 1000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.

## SCHEDULE B

### Faculty Enablement Program

Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
3. **Just-in-time Learning:** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive. Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact:

- The faculty development program will consist of series of sessions on the following aspects
  - "Facilitate to Engage" course towards effective teaching techniques.
  - Instructional design and content creation.
  - Introduction and awareness to emerging and digital technologies
  - How to leverage online platform for effective learner engagement
  - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

## SCHEDULE C

### PRIVACY & DATA PROTECTION AGREEMENT On the Processing of Personal Information/Data by Contract ("Data Processing Agreement"/ "DPA")

By and Between

Infosys Limited (and their subsidiaries, parent, and affiliates)

with its registered office at

(Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore -560100, Karnataka, India)  
(hereinafter "Infosys")

And

[LNCT GROUP OF COLLEGES] (and their subsidiaries, parent, and affiliates)

with its registered office at

[LNCT Campus Katchuri Nagar, Raisen Road, Bhopal – 462021 ]  
(hereinafter "Partner").

#### 1. Definitions:

- i. 'Personal Data/information' (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. 'Applicable Privacy Laws' refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.
- iii. 'Data Controller' or 'Controller' means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. 'Data Subject' means any individual whose Personal Information is collected, used and/or processed under this DPA(Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. 'Technical and Organizational Security Measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.



- vi. 'Personal Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. 'Processing' or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

## 2. Processing of Personal Data

- i. The parties agree that in connection with the main service agreement (hereinafter 'Agreement'), Partner and Infosys shall each act as a independent data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this Agreement, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data; and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PII outside India or to any third party for the purpose of the Services contemplated under this MOU

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.

For Infosys Limited

For Partner

Date : 30.05.2023

Date : 7-Apr-2023

Place : Bangalore

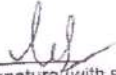
Place : Bhopal

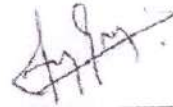
Name : Mr. Thirumala Arohi

Name : Dr. Anuj Garg

Title : Senior Vice President and Head  
Education Training and Assessment

Title : Director, Training & Placement

  
Signature (with seal)

  
Signature (with seal)

Senior Vice President  
Head-Education, Training & Assessment

**INFOSYS LIMITED**

44, Electronics City, Hosur Road  
BANGALORE - 560 100 INDIA

TRAINING & PLACEMENT  
UNIT GROUP OF COLLEGES

## ANNEXURE A

LNCT GROUP OF COLLEGES, BHOPAL						
SL #	AISHE Code	INSTITUTION NAME	ADDRESS	CITY	PIN CODE	STATE
1	C-35971	JAI NARAIN COLLEGE OF TECHNOLOGY, BHOPAL	New Chouksey Nagar, Berasia Road, Bhopal - 462038	Bhopal	462038	Madhya Pradesh
2	U-0813	LNCT UNIVERSITY, BHOPAL	J K Town, Kolar Road Bhopal - 462042, Madhya Pradesh	Bhopal	462042	Madhya Pradesh
3	C-36009	LAKSHMI NARAIN COLLEGE OF TECHNOLOGY & SCIENCE, BHOPAL	Kalchuri Nagar, Raisen Road, Bhopal-462021	Bhopal	462021	Madhya Pradesh
4	C-36030	LAKSHMI NARAIN COLLEGE OF TECHNOLOGY EXCELLENCE, BHOPAL	Khajuri Khurd, Raisen Road, Bhopal - 462021	Bhopal	462021	Madhya Pradesh
5	C-36022	LAKSHMI NARAIN COLLEGE OF TECHNOLOGY, BHOPAL	Kalchuri Nagar, Raisen Road, Bhopal - 462021	Bhopal	462021	Madhya Pradesh

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**Lakshmi Narain College of Technology Excellence  
AND  
TechieNest Pvt Ltd**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 6<sup>th</sup> day of December 2021. by and between.

Lakshmi Narain College of Technology Excellence, Bhopal the First Party represented herein by its Principal / Director / Head of Institution Lakshmi Narain College of Technology Excellence And TechieNest Pvt Ltd. The Second party, and represented herein by its Centre Head Saurav Bhardwaj  
WHEREAS:

- A) First Party is a Higher Educational Institution named: **Lakshmi Narain College of Technology Excellence Bhopal**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **TechieNest Pvt Ltd**, - the Second Party is engaged in Products Solutions Development and Tech Education on Niche Technologies.

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

**CLAUSE 1**

**CO-OPERATION**

1. Both Parties are united by common interests and objectives, and they shall establish co-operation.
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
3. The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

**CLAUSE 2**

**SCOPE OF THE MoU**

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First

Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

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

2.4 There is no financial commitment on the part of the Lakshmi Narain College of Technology Excellence the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

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

### CLAUSE 3

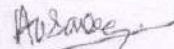
### VALIDITY

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

### CLAUSE 4

### RELATIONSHIP BETWEEN THE PARTIES

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



First Party  
Principal  
Lakshmi Narain College of Technology  
Excellence, BHOPAL

Second Party





Centre Head



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**Saksham Digital Technology  
AND  
Lakshmi Narain College of Technology Excellence**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31<sup>st</sup> day of August 2021 (Execution Date) by and between.

First Party represented herein by its Principal / Director / Head of Institution **Lakshmi Narain College of Technology Excellence** And **Saksham Digital Technology**. The Second party, and represented herein by its Centre Head / Director / Managing Director Shiladitya Raj  
WHEREAS:

- A) First Party is a Higher Educational Institution named: **Lakshmi Narain College of Technology Excellence**,
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Saksham Digital Technology**, - the Second Party is engaged in Software Training.

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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

**CLAUSE 2 SCOPE OF THE MoU**

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

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

2.4 There is no financial commitment on the part of the **Saksham Digital Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

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

#### **CLAUSE 3 VALIDITY**

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

#### **CLAUSE 4**

#### **RELATIONSHIP BETWEEN THE PARTIES**

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

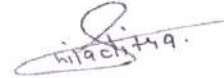
**First Party**



**Principal**

**Lakshmi Narain College of Technology Excellence  
Bhopal**

**Second Party**



**Centre Head**

**Saksham Digital Technology  
Bhopal**



Estd. 1993

# LAKSHMI NARAIN COLLEGE OF TECHNOLOGY

Approved by AICTE, New Delhi & An ISO 9001:2015 Certified Institute  
Recognized by Govt. of M.P., Affiliated to RGPV, Bhopal (M.P.)  
UG Program Accredited by NBA

28



## SERVICES AGREEMENT

This Services Agreement is executed at Bhopal on this 06.12.2019 by and between:

(1) **Aspiring Minds Assessment Private Limited**, a company incorporated under the laws of India, having its registered office at 24 Pusa Road, New Delhi 110 005, India.

AND

(2) **LNCT Group of Colleges**, Bhopal an Institution incorporated under the laws of India, having its corporate office at Nr Hanuman Mandir, Raisen Rd, Kalchuri Nagar, Bhopal, Madhya Pradesh 462022.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### TERM

This Agreement shall become effective from the Effective Date and shall subsist and remain operative for a period of **1 Year**.

### 1. SCOPE OF WORK

The scope of this Work Order is valid for **2021, 2022 and 2023** batch students of the Institute and will cover the following program conducted by ASPRINGMINDS:

#### PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM

**A. The objectives of the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM will be to:**

- Analyze their current skill levels & training needs
- Determine Employment Potential of the candidate & Benchmark them in terms of Industry specific recruitment standards
- Provide Psychometric-based behavioral attributes profiling and mapping

#### **B. Deliverables:**

- **Assessment:** Conduct student assessments across Language, Cognitive, Domain, Write-X, SVAR, Automata.
- **Feedback & Diagnostic Report:** - Every assessed student will get a feedback report reflecting his/her performance in AMCAT. The report will highlight their strengths and employability across various sectors
- **AMPI Report:** - Aspiring Minds Personality Inventory is based on FFM: Five Factor Model. FFM is the widely accepted model for personality assessment





# LAKSHMI NARAIN COLLEGE OF TECHNOLOGY

Approved by AICTE, New Delhi & An ISO 9001:2015 Certified Institute  
 Recognized by Govt. of M.P., Affiliated to RGPV, Bhopal (M.P.)  
 UG Program Accredited by NBA

Est. 1993



- **Campus Performance Report:** - Aspiring Minds has prepared a unique report for Management that gives an in-depth analysis of the college performance based on the test. The report is highly useful for the management as a tool to further improve the educational system through the results shared in the report.
- **Automata Assessment:** Automata is world's most advanced and only programming assessments that uses machine learning for grading programs. Automata is used extensively by the IT companies and SMEs to find the most appropriate software engineer for a position

## 2. FEES AND PAYMENTS

Below is the special discounted rate offered by ASPIRINGMINDS to LNCT Group of Colleges.

Product 1	Product 2	Product 3	Product 4	Product 5	Cost exclusive GST	Discounted Cost	Total No. of students	Total Cost Inclusive GST
	Write-X		SVAR		450	200	1500	300000
	Write-X		SVAR		Re-Test @ Zero Cost	Re-Test @ Zero Cost		0
	Write-X		SVAR		Re-Test @ Zero Cost	Re-Test @ Zero Cost		

Product 1	Product 2	Product 3	Product 4	Product 5	Cost exclusive GST	Discounted Cost	Total No. of students	Total Cost Inclusive GST
		Programming Test (Automata)	SVAR	Write-X	800	350	1500	525000
		Programming Test (Automata)	SVAR	Write X	Re-Test @ Zero Cost	Re-Test @ Zero Cost		0
		Programming Test (Automata)	SVAR	Write-X	Re-Test @ Zero Cost	Re-Test @ Zero Cost		

Product 1	Product 2	Product 3	Product 4	Product 5	Cost exclusive GST	Discounted Cost	Total No. of students	Total Cost Inclusive GST
ELQ(Aptitude) + Domain	Java/C++	Programming Test (Automata fix)	SVAR	Write-X	1000	450	1500	675000
ELQ(Aptitude) + Domain	Java/C++	Programming Test (Automata fix)	SVAR	Write-X	Re-Test @ Zero Cost	Re-Test @ Zero Cost		
ELQ(Aptitude) + Domain	Java/C++	Programming Test (Automata fix)	SVAR	Write-X	Re-Test @ Zero Cost	Re-Test @ Zero Cost		0



Estd. 1993

# LAKSHMI NARAIN COLLEGE OF TECHNOLOGY

Approved by AICTE, New Delhi & An ISO 9001:2015 Certified Institute  
Recognized by Govt. of M.P., Affiliated to RGPV, Bhopal (M.P.)  
UG Program Accredited by NBA

**aspiringminds**  
Employability Quantified

## TERMS & CONDITIONS:

- a. All students shall be provided with an opportunity to take three assessments. 1<sup>st</sup> assessment shall be delivered in the month of Jan-March 2020 and the 2<sup>nd</sup> assessment to be delivered after min gap of 45 days from 1<sup>st</sup> day of test. 2<sup>nd</sup> test & 3<sup>rd</sup> Test shall be delivered in between July-December 2020.
  - b. 15 Lac all inclusive Tax is valid for 5000 candidates' assessment if the payments are concluded on or before 31<sup>st</sup> March 2020.
  - c. 15 Lac all inclusive Tax is valid for 4500 candidates if the payments are concluded after 31<sup>st</sup> March 2020.
  - d. Invoicing will be done basis pro-rata if the numbers exceeds beyond the aforesaid points (b)&(c), as valid.
  - e. 10% payment to be made as an advance and balance payment to be paid by March 2020. (Ref. point (b)).
3. The institute shall not be charged any other fee apart from the pre-employment skill assessment program fee agreed upon. Hence all transportation cost for Aspiring Minds Testing Team, event management cost or any other operational cost will not be levied to the Institute.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

On behalf of Aspiring Minds Assessment Pvt. Ltd.  
Signed and delivered by: JASNEET SINGH SETHI  
Place: GUWAHATI Dated: 22 Jan 2020

On behalf of LNCT Group of Colleges.  
Signed and delivered by: MANU GARA  
Place: Bhopal Dated: 22-01-2020  
Director  
Training & Placement  
LNCT, Bhopal (M.P.)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 1/11/2024.

### BETWEEN

DataCabinet DBA Lab.computer having its registered office at 315 Montgomery Str, Suite 925, San Francisco, CA-94110 (hereinafter referred to as "**First Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns),

### AND

Lakshmi Narain College of Technology Excellence (hereinafter referred to as "**Second Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns). (referred to herein as "Parties" or individually as "Party")

### WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

### (1) PROJECT AND PURPOSE

(a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as Lab.computer POC ("the Project"). POC is Proof of Concept also referred to as a trial.

(b) The Project has the following purpose ("the Purpose"):

The project allows 6 month free setup and usage of Lab.computer for upto 100 students. The 6 months of free trial will commence on the date of signing of this agreement. To continue using Lab.Computer after the trial period, Second Party must pay a subscription of INR 1,750 per student per year. The payment is due 60 days before the end of the trial period. Second Party may increase the number of students upon expiry of the trial. If total licenses across the LNCT group of colleges exceeds 1000 or more, the subscription price will be reduced to INR 1,500 per student per year.

Second Party will get access to an online programming platform which can be used to create, answer and grade assignments in several open source programming languages, libraries, and other software available on linux, such as:-

**Programming languages:** Java, C, C++, Javascript, R, Python, Julia, PHP, Shell, Ruby, Rust, Kotlin, Scala, Perl, Haskell, Elixir, Erlang, etc.

**DataBase and big data:** MySQL, Postgres, Redis, Neo4J, Hadoop, ElasticSearch, Spark, Airflow, Data warehousing etc.

**AI related software:** Tensorflow, Pytorch, HuggingFace, etc.

**OS related:** file systems, process management, memory management

**Networking software:** TCP/IP, socket programming, bind, Inter process communication, firewalling and security, Network Simulator 4 etc.

This is a non-exhaustive list and the platform may be used for other courses as well.

The online programming platform will provide on-demand virtual machines to each student and instructor for each assignment.

The project will include training for professors and other instructors on lab.computer usage.

## **(2) NON BINDING MEMORANDUM**

(a) The Parties hereby acknowledge and agree that:

- (I) The terms of this Memorandum are not intended to be legally binding except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein; and
- (II) The terms of this Memorandum are not exhaustive; and
- (III) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.
- (IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.
- (V) This Memorandum does not create any rights, obligations or duties for any Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- (VI) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.
- (VII) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.

(VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.

**(3) CHANGES TO MEMORANDUM**

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

**(4) GENERAL OBLIGATIONS**

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.
- (d) The Parties agree to grant each other a non-exclusive, non-transferable license to use each other's name and logo for the purposes of promoting the business relationship between the Parties. Each Party may display the other Party's logo on their website and sales and promotional materials. Each Party reserves the right to revoke this license at any time, for any reason, by providing written notice to the other Party.

**(5) ROLES OF PARTIES**

- (a) First Party will have the following obligations in relation to the Project:

It will make sure uninterrupted lab access for students and instructors.

All grade and submission information will be kept private.

- (b) Second Party will provide Lab.computer with feedback:
  - On any bugs or issues discovered while using the service
  - On how to improve the functionality

**(6) CONFIDENTIALITY**

- (a) Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on the Parties herein.
- (b) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential Information**").

(c) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

(d) For the purpose of this Memorandum, Confidential Information may include but is not limited to:

(I) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);

(II) any information derived from any other information which falls within this definition of Confidential Information; and

(III) any copy of any Confidential Information, but does not include information which:

(I) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);

(II) is, or becomes, publicly available, through no fault of the Receiving Party;

(III) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

(IV) is provided to the Receiving Party by the Disclosing Party and is marked "NonConfidential"; or

(V) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

(e) In relation to any Confidential Information:

(I) the Receiving Party shall keep the Confidential Information confidential and secret.

(II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.

(III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

(f) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the

Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

(g) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

#### **(7) INTELLECTUAL PROPERTY**

(a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").

(b) For the purposes of this Memorandum, "Project Intellectual Property" includes but is not limited to:

(I) information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and

(II) intellectual-property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and

(III) intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:

(A) directly, indirectly, independently or in cooperation or conjunction with another person or persons; and

(B) during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and

(C) at the location where the Party ordinarily participates in the Project, or at some other location.

(IV) intellectual-property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and

(V) intellectual-property that relates in any other way to the Project or any business which is developed in connection with the Project.

(c) Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.

(d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.

(e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

**(8) TIMING AND DURATION OF PROJECT**

(a) This Memorandum will commence on 1/11/2024.

(b) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

(c) The Parties may terminate this Memorandum by mutual agreement.

(d) Either Party may terminate this Memorandum by providing 15 days notice in writing to the other Party.

**(9) CONSEQUENCES OF TERMINATION**

(a) In the event that this Memorandum is terminated:

(I) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and

(II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

(III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and

(IV) The obligations provided in the "Confidentiality" clause and in the "Competition" clause of this Memorandum will continue for the time periods as provided in those clauses respectively.

**(10) EXCLUSIVITY**

(a) Each Party (which, for the purpose of this clause is referred to as the "Representing Party") hereby represents to the other Party that:

(I) Upon the signing of this Memorandum, the Representing Party will terminate any discussions or negotiations with any party other than a Party to this Memorandum ("Third Party"), which relate to the Purpose or to the Project ("Third Party Discussions"), in which the Representing Party, or any employee, agent, advisor, contractor or other representatives of the Representing Party, may be engaged.

(II) While this Memorandum is in effect, the Representing Party will not, directly or indirectly: (A) Engage in any Third Party Discussions; or



(B) Invite, encourage, seek or otherwise solicit any Third Party to engage in Third-Party Discussions; or

(C) Respond to any invitation or solicitation from any Third Party in relation to any Third Party Discussions (except to explicitly reject such invitation or solicitation); or

(D) Enter into any agreement, memorandum of understanding, heads of agreement, letter of intent, or other arrangements with any Third Party in relation to any Third Party Discussions (whether legally binding or non-binding).

(III) The Representing Party will ensure that any employee, agent, advisor, contractor or other representatives of the Representing Party also complies with the obligations under this clause.

(b) For the sake of clarity, "Third Party Discussions" do not include discussions or negotiations in which the Representing Party may engage with any Third Party in order to pursue the Purpose in good faith and in the spirit of this Memorandum.

#### **(11) COSTS**

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

#### **(12) FORCE MAJEURE**

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such nonperformance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workarounds plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

#### **(13) INDEMNITY**

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

- (a) breach of this MOU by the Indemnifying Party;
- (b) breach of any representation or warranty by the Indemnifying Party.

#### **(14) LIMITATION OF LIABILITY**

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

Notwithstanding anything contained in this MOU, a Party's liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to, those arising out of or related to this MOU) with respect to claims (whether third party claims, indemnity claims or otherwise) shall not under any circumstances exceed Rs. 5,000 (Rupees five thousand only).

#### **(15) SEVERABILITY**

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

#### **(16) ENTIRE AGREEMENT**

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

#### **(17) NO OTHER RIGHTS GRANTED**

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

#### **(18) AMENDMENTS**

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

#### **(19) DISPUTE RESOLUTION**

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

- (b) Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- (c) The arbitration proceedings shall be held in Delhi, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- (d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- (e) The Parties further agree that subject to the above only the competent courts at Delhi, India shall have jurisdiction in all matters arising hereunder.
- (f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

**(22) GOVERNING LAW**

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

*Dr. Megha Kamble*

(Dr. Megha Kamble)

DocuSigned by:  
*Tushar Bhatia*  
9C8B53E5CDF147A...  
Tushar Bhatia

Lab. Computer



**Centre for System Design**  
NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA  
SURATHKAL  
P.O. SRINIVASNAGAR, MANGALORE - 575 025



Date: 23<sup>rd</sup> Dec 2022

To,

**The Principal**  
Lakshmi Narain College of Technology Excellence Bhopal

Dear Sir,

With reference to your Expression of Interest for Virtual Labs Nodal Centre (VLNC), it gives me immense pleasure to designate your college **Lakshmi Narain College of Technology Excellence Bhopal** as a Nodal Centre for Virtual labs for the year 2023. As recommended by you, **Dr. Megha Kamble** has been nominated as the Nodal Coordinator from your college. This approval is valid up to 31st December 2023 and is subject to the Terms & Conditions attached and any subsequent directives issued by MoE.

Kindly acknowledge receipt of this letter and acceptance of the Terms & Conditions.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavor in the service of the student community. Wishing you all the best!

Sincerely,

Prof. K V Gangadharan



**SOLVE**

The Virtual Lab @ NITK Surathkal, Funded by NME- ICT, MoE, GOI  
Email: [solve@nitk.edu.in](mailto:solve@nitk.edu.in), Office phone : +91 824 247 3915



# CERTIFICATE OF RECOGNITION

It is hereby certified that

*Lakshmi Narain College of Technology Excellence Bhopal*

has been an active Nodal Centre of Virtual Labs under the National Mission on Education through Information and Communication Technology during the period

from **06-05-2022 to 31-12-2022**

with National Institute of Technology Karnataka (NITK), Surathkal as the mentor Participating Institute.

We look forward to your active collaboration along the road ahead for this novel initiative.

**Dr. R. V. Gangadharan**  
Participating Institute Coordinator  
Virtual Labs Project  
NITK Surathkal.

**Dr. Sheena**  
Institute Outreach Coordinator  
Virtual Labs Project  
NITK Surathkal.



Evolve with CSD





# CERTIFICATE OF RECOGNITION

It is hereby certified that

*Lakshmi Narain College of Technology Excellence Bhopla*

is a Nodal Centre of Virtual Labs for the year 2023 under the National Mission on Education through Information and Communication Technology with National Institute of Technology Karnataka (NITK), Surathkal as the mentor Participating Institute.

We look forward to your active collaboration along the road ahead for this novel initiative.

**Dr. K. V. Gangadharan**

Participating Institute Coordinator  
Virtual Labs Project  
NITK Surathkal

**Dr. Sheena**

Institute Outreach Coordinator  
Virtual Labs Project  
NITK Surathkal



Evolve with CSD



## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Hexaas Technologies pvt ltd**  
**AND**  
**Lakshmi Narain College of Technology Excellence**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 31<sup>st</sup> day of August 2021 (Execution Date) by and between,

First Party represented herein by its Principal / Director / Head of Institution **Lakshmi Narain College of Technology Excellence** And **Hexaas Technologies pvt ltd**. The Second party, and represented herein by its Centre Head / Director / Managing Director Shiladitya Raj

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Lakshmi Narain College of Technology Excellence**.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Hexaas Technologies pvt ltd**, - the Second Party is engaged in Software Training.

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

### CLAUSE 1

#### CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

### CLAUSE 2

#### SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

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

2.4 There is no financial commitment on the part of the **Hexaas Technologies pvt ltd**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

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

#### **CLAUSE 3 VALIDITY**

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

#### **CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES**

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

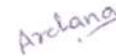
**First Party**

**Second Party**



**Principal**

**Lakshmi Narain College of Technology Excellence  
Bhopal**



**Archana Gupta  
Director – Operations  
Hexaas Technologies Pvt. Ltd**

**Centre Head**

**Hexaas Technologies pvt ltd  
Bhopal**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") (which expression shall include all amendments in writing thereto from time to time) made at LNCT GROUP OF COLLEGES, BHOPAL on this 21 day of March 2023 ("Effective Date")

by and between

LNCT GROUP OF COLLEGES, BHOPAL, established under the Under approval of AICTE and DTE, Madhya Pradesh, having its campus at Bhopal, Madhya Pradesh India, hereinafter for the sake of convenience and brevity referred to as university (which term and expression shall, wherever the context so admits, be deemed to mean, and include its successors-in-office and interest and permitted assigns) of the FIRST PART

and

PricewaterhouseCoopers Private Limited (India), a Firm / LLP / Company within the meaning of the Partnership Act / Limited Liability Partnership Act / Companies Act, 1956 and having its office / registered office at Kolkata and its corporate office Gurugram hereinafter for the sake of convenience and brevity referred to as "PwC" (which term and expression shall, wherever the context so admits be deemed to mean and include its successors-in-office and interest and permitted assigns) of the SECOND PART.

LNCT and PwC are hereinafter jointly referred to as "Parties" and individually as a "Party".

Whereas

- A. PwC is engaged in the business of Professional services network.
- B. LNCT engaged in providing higher educational services.

LNCT and PwC have agreed to enter an arrangement whereby the Parties shall jointly work towards providing talent skill building training to the students to meet the industry requirements with the level of skill required to deliver quality services in this area to the industry. [hereinafter referred to as "Cloud Technology Development Programme", at LNCT as a joint initiative to attract and retain bright students to a career in Salesforce with PwC and to transform them into skilled professionals in these fields.

- C. The Parties hereto are desirous of reducing to writing the terms and conditions of the arrangement, through these presents.

THIS MOU WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

**1. OBJECTIVE**

1.1 The objective of entering this MOU by the Parties is:

- 1.1.1 To work towards launching the Cloud Technology Development Programme. Program in April 2023 at Virtual mode, in a phased manner, starting from academic year 2023-24(the "Effective Date")

- 1.1.2 The Cloud Technology Development Programme shall provide career opportunities options to eligible students from different fields and shall endeavor to prepare and develop them as specialists for various technical roles in PwC and Salesforce ecosystem
- 1.1.3 That the graduating students of this Cloud Technology Development Programme shall be of immense benefit to PwC and Salesforce ecosystem
- 1.1.4 To facilitate industry academia partnership for skill building.

## 2. TERM AND TERMINATION

- 2.1 This MOU shall continue to be in full force and effect for a period of 2 Years(2023-2025) years from the Effective Date.
- 2.2 However, either Party may terminate this MOU by giving a clear one (1) month prior written notice. Provided that both Parties shall continue to discharge their obligations under this MOU to complete any Program where students have already been enrolled.

## 3. RESPONSIBILITIES OF LNCT

- 3.1 LNCT agrees –
  - 3.1.1 That the Cloud Technology Development Programme being offered is purely voluntary on the part of the students and the said fact shall be fully explained to the students.
  - 3.1.2 That the course content will be exclusive for PwC and its Group Companies, and at the selection stage, students having pursued the PwC course will be having a preference, basis the merit of the course and completion of the associated Salesforce certifications
  - 3.1.3 To set up the Cloud Technology Development Programme at its campus, and to design, conduct and deliver the Program as per the learning objectives as would be mutually agreed between PwC and the institution
  - 3.1.4 To provide the educational infrastructure as per the specifications mutually agreed.
  - 3.1.5 To take prime responsibility for ensuring the student attendance in the sessions and tracking their progress for assignments
  - 3.1.6 To be exclusively responsible to run the course and endeavor to make all efforts to engage relevant members with required management and other requisite services experience.

## 4. RESPONSIBILITIES OF PwC

- PwC agrees –
  - 4.1 To take on the responsibility of sourcing students from the Cloud Technology Development Programme at any point of time during the term of this MOU, subject to eligibility norms specified by PwC.

- 4.2 To make available to LNCT where required relevant information for facilitating the development of the course curriculum, course design, structure and courseware which is to be delivered by PwC.
- 4.3 To provide all assistance, support and participation required for overall development and success of the Cloud Technology Development Programme
- 4.4 To enable for training as may be required as per the design of the Cloud Technology Development Programme, which includes approx. 20 hrs. of touchpoints(physical/virtual) for 6<sup>th</sup> and 7<sup>th</sup> semester.
- 4.5 To provide all other necessary support as mutually agreed and discussed upon from time-to-time in writing.

## 5 JOINT RESPONSIBILITIES OF THE PARTIES

- 5.1 To recognize that the Cloud Technology Development Programme is a path-breaking initiative and agree to closely work with each other in a manner that befits cooperation between two industry-led enterprises.
- 5.2 To form joint teams which will effectively ensure the launch of the Cloud Technology Development Programme and execution of various courses thereunder.
- 5.3 To aim for the commencement of the first batch of the Cloud Technology Development Programme in the month of April 2023
- 5.4 That the Academic Regulations of LNCT as applicable for its Programs shall apply to this Cloud Technology Development Programme, unless specifically amended by this MOU.

## 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The proprietary rights of the courseware, course design, course structure, e-learning modules, and other course material ("**Course Material**"), if any, which shall be provided by PwC, shall vest with PwC and those provided by LNCT shall vest with LNCT. Provided however that LNCT shall have the right to use the Course Material provided by PwC only for the limited purposes of this MOU and during the subsistence of this MOU.
- 6.2 On expiry or earlier termination of this MOU, all course material, or copies thereof which shall be provided by PwC shall be returned or destroyed forthwith by LNCT and LNCT agrees that it shall not use the course material of PwC in any of its future offerings.
- 6.3 The Parties hereby grant each other a royalty free, non-exclusive, and non-transferable right to use the trademarks, logos, trade names ("**Intellectual Property**") as for the purpose of jointly executing the terms of this MOU (until the MOU is active) and for promotion/marketing/advertisement of the MOU, or the marketing/ promotional/advertising/Course Material and in the manner as may be specifically decided between the Parties
- 6.4 The Parties agree and undertake to obtain the prior written consent of the other before using/displaying the Intellectual Property of the other Party.

## 7 CONFIDENTIALITY

- 7.1 The Parties hereby agree that all confidential, proprietary or trade secret information as disclosed by one to the other including without limitation, Course Material, Intellectual Property, information in relation to the MOU and any notes, compilations, studies, interpretations, presentations, correspondence or other writings made available to one to the other whether in physical or electronic form, whether after or prior to the execution of this MOU, and is specifically marked "Confidential", including any verbal indication that has been documented in writing and marked as "Confidential" shall be deemed to be Confidential Information ("Confidential Information"). The Parties agree that all Confidential Information shall be treated with utmost confidence by itself and the personnel to whom the same has been shared and shall not disclose to any person such information otherwise than in terms of this MOU. The Parties shall impose a similar duty of confidentiality on any person to whom such Party is permitted to transfer such information in accordance with the terms hereof. It is further agreed by the Parties hereto that any such disclosure to any third person or party shall be on a strictly need-to-know basis only.
- 7.2 Neither Party shall, without the prior written consent of the other, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any third party and the Confidential Information shall be used by the Parties and their authorized personnel, directly or indirectly, solely for the purpose the MOU. Neither Party shall use the Confidential Information in any way detrimental to the other.
- 7.3 The confidentiality provisions shall not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party, (iv) is independently developed by the Receiving Party without regard to the Confidential Information of the Disclosing Party, or (v) is required to be disclosed by law, regulation or order of a court of competent jurisdiction or other governmental authority, to the extent of such required disclosure, provided that the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Disclosing Party, at the Disclosing Party's cost and expense, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its Confidential Information.

## 8 FORCE MAJEURE

- 8.1 Notwithstanding any provision to the contrary of this MOU, neither Party shall be liable for any delay in performing its obligations under this MOU if such delay is caused by circumstances beyond its reasonable control due to Act of God.

## 9 MISCELLANEOUS

- 9.1 Announcements and Publicity: Neither Party shall make any public disclosures or announcements regarding this MOU or its subject matter without the prior written consent of the other Party, which consent shall not be withheld unreasonably. Provided prior written consent shall include consent given by electronic mail.

- 9.2 **General Assignment:** This MOU is personal to the Parties and neither this MOU nor its rights, licenses, and obligations under it may be assigned by either Party without the prior written approval of the other Party.
- 9.3 **Headings:** The headings in the MOU are for reference purposes only and are not intended to be considered in the interpretation of the provisions of this MOU.
- 9.4 **Waiver:** No delay, neglect, or forbearance on part of either Party in enforcing against the other Party any term or condition of this MOU shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under MOU. No right, power or remedy in this MOU conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party.
- 9.5 **Entire MOU:** This MOU embodies the entire understanding and MOU between the Parties in connection with the subject matter of this MOU and neither Party is relying on any representations, promises, terms, conditions, or obligations oral or written, express or implied other than those contained in this MOU. Neither Party seeks to exclude liability for fraudulent misrepresentation.
- 9.6 **Variation:** This MOU may not be released, discharged, supplemented, interpreted, amended, varied, or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the Parties.
- 9.7 **Notices:** All notices under this MOU shall be in writing and all such notices shall be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or if sent through the email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, in any case addressed to the most recent address / email address, notified to the other Party.
- 9.8 **Invalidity:** Any term or provision of this MOU, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this MOU or affecting the validity or enforceability of any of the terms or provisions hereof in any other jurisdiction.
- 9.9 **Counterparts:** This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.

## **10 AMENDMENT TO THE MOU**

- 10.1 If during the operation of the MOU, circumstances arise which call for alteration / modification to this MOU, such alteration/modification shall be mutually discussed and agreed upon in writing by the parties.

## **11 GOVERNING LAW AND JURISDICTION**

- 11.1 This MOU and all matters arising from it and any dispute resolutions shall be governed by and construed in accordance with the laws of India.
- 11.2 The Parties submit to the exclusive jurisdiction of the Courts of Delhi.

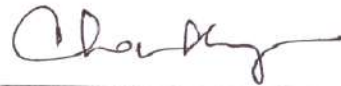
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DATE AND YEAR FIRST HEREINBEFORE MENTIONED, IN DUPLICATE, EACH TO BE TREATED AS AN ORIGINAL.

Signed and delivered by PricewaterhouseCoopers Private Limited  
of the within named - Ms. Anjumara Syed  
PwC India | Partner | Salesforce Technology Consulting Leader

Digitally signed by  
Anjumara Shakeel Syed  
Date: 2023.03.17  
16:43:38 +05'30'

---

Signed and delivered by LNCT Group of Colleges  
of the within named - Dr. Anupam Chouksey  
LNCT Group of Colleges | Secretary  
LNCT University | Pro Chancellor



---

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Lakshmi Narain College of Technology Excellence**  
**AND**  
**Aayaam Limited**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this date, **1<sup>st</sup> Jan 2023** by and between.

**Lakshmi Narain College of Technology Excellence, Bhopal** the First Party represented herein by its **Principal Lakshmi Narain College of Technology Excellence And Aayaam Limited, UK**. The Second party, and represented herein by its Founder and CEO **Mr. Nikesh Nandan**.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Lakshmi Narain College of Technology Excellence Bhopal**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Aayaam Limited, UK** - the Second Party is engaged in Cyber Security, Data Security, Network Security, Products Solutions Development and Tech Education on Niche Technologies.

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

### CLAUSE 1

### CO-OPERATION

1. Both Parties are united by common interests and objectives, and they shall establish co-operation.
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
3. The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

### CLAUSE 2

### SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party.