

Entrepreneurship Development - Institutional Association MOU

This non-binding memorandum of understanding ("MOU") is signed on 09/02/2018
(Effective Date) by and between:

Alva's Institute of Engineering and Technology with office at Vidyagiri, Moodubidire, D.K. Dist., Karnataka, India 574227 hereinafter referred to as "Partner Institute" (which expression shall, unless it is repugnant to the subject or context thereof, include its successors and permitted assigns).

And

Aegaeon Technologies Pvt. Ltd. (Katalyseur), with office at #4, M.M Complex, Ananda Layout, Sharadadevinagar, Mysore - 570022 hereinafter referred to as "Katalyseur", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

This MOU is non-binding in nature and does not create any legal obligations between the Parties, except for the intellectual property provisions in Section 5, confidentiality provisions in Section 7 and dispute resolution provisions in Section 10. The Partner Institute and Katalyseur agree to work together to systematically develop the entrepreneurship programs described below.

Partner Institute and Katalyseur are here in after individually referred to as a "Party" and collectively as the "Parties" as the context may require.

Terms of the Entrepreneurship Development - Institutional Association MOU:

1. Objectives:

- Introduce and/or strengthen entrepreneurship education on campus through deployment of a systematic approach to optimizing and increasing the impact of teachers and training programs on entrepreneurship education.
- Provide students with the opportunity to become entrepreneurially skilled and inspired to be entrepreneurs.
- Enable aspiring graduating students who start meaningful ventures by connecting them to a mentoring platform and related entrepreneur support systems.

2. Roles of the Parties:

Both Parties commit to sincerely fulfilling their roles and responsibilities to the fullest in order to accomplish their mutual objectives.

Specific responsibilities include:

Katalyseur shall provide the following:

- Entrepreneurship education methodology, curricula and content:
 - E-Content for blended classroom learning for students that are facilitated by faculty.

Memorandum of Understanding between Aegaeon Technologies Private Limited(Katalyseur) & Alva's Institute of Engineering and Technology

- Guide the setting up of E Cells (student entrepreneurship clubs) to facilitate delivery of practicums that strengthen student experience in entrepreneurship.
- Access to Technology platform to manage the delivery of the blended learning modules and manage student participation on signing of licensing agreement.
- Structure, content and methodology for Student E Leader training (for E Cells).
- Access to Entrepreneur engagement platform E Week.
- Program Advisory service to the entrepreneurship faculty and E Cell leaders.
- Framework for entrepreneurship outcomes and impact assessment measurement.

Partner Institute shall provide the following:

- Develop/strengthen the institutional mandate for entrepreneurship education and development.
- Mainstream (as required or elective courses) entrepreneurship curricula within the Partner Institute for holistic development of students' knowledge, skills and experiences and implemented the courses and practicum as prescribed by Katalyseur.
- IT infrastructure (sufficient bandwidth to provide live and uninterrupted student-device level access) to enable students to learn using modern blended learning methodologies.
- Designate and support required numbers of motivated faculty towards entrepreneurship and provide for their training. Training will be provided by Katalyseur designated Master Trainers. Institutes will have to bear expenses towards attending such training programs, including their proportion of Master trainer expenses.
- Support practicum programs on campus with required faculty supervision including engagement with entrepreneurs and professionals knowledgeable about venture creation.
- Track and share input data (including Katalyseur's student sign-up, number of teaching faculties involved), output data (including student course consumption), and outcomes information to measure impact (companies started by students each year). Katalyseur will attempt to automate most of this data collection but Institutes would provide data where it cannot be automated or comply to enable automation of data collection.
- Ensure that periodic training is provided for facilitator and educator through trained master trainers and other infrastructure costs related to running the classroom and practicum programs.
- Partner institutes will run the programs offered by Katalyseur, including the online course in entrepreneurship (Curriculum) and the E-cell activities (Practicum). Running the program live in the class-room, using internet connectivity, is a critical requirement of the program.

Katalyseur reserves the right to modify the MoU, if during the course of this program, it becomes evident that it is imperative to do so for the success of the program. Such communication will be sent via email to the registered email address which will be provided at the time of the registration on the MOU.

3. Financial Terms:

Each Party will bear the costs of meeting its responsibilities described in Section above and will not owe the other Party any amounts pursuant to this MOU.

4. Review Process:

Both Parties will review the progress of the programs conducted pursuant to the MOU on at least a half-yearly basis. The Head of the Partner Institute will participate in the final review for each year to

ensure that the management is fully apprised of the development of the programs. The Partner Institute is expected to track progress and data of students, student entrepreneurs, and entrepreneurs that it works with during the course of this association.

5. Intellectual Property Rights

- "Intellectual Property" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programs, papers, models, teaching techniques, research projects, databases and instruction manuals.
- Each Party shall retain all rights to its IP and nothing contained in this MOU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP.
- Partner institute will not copy or reproduce in any form, Katalyseur's IP.

6. Representations and Warranties:

- Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.
- Each Party has all requisite power and authority to enter into this MOU and the execution, delivery and performance by such Party of this MOU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

7. Confidentiality:

- The Parties acknowledge that during the term of this MOU each Party may obtain confidential and/or proprietary information of the other Party including, but not limited to, financial or business information, contracts and employee details (collectively, "Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of the receiving Party.
- The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party and agrees to undertake reasonable measures to ensure that such is kept confidential and to disclose to its employees, officers, directors or representatives on a need to know basis only.
- The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it has knowledge.

8. Third Party:

- Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party.
- The Parties shall wherever necessary enter into definite written agreements with/without third parties to facilitate the implementation of specific initiatives with the prior written consent of the other Party. Such agreements will be independent and exclusive of this MOU.
- Each Party will promptly notify the other Party of any potential conflict of interest arising from the conduct of activity pursuant to this MOU as soon as it is known by the Party that becomes aware

of the potential conflict.

9. Termination:

- This MOU is for the duration of three (3) years from the date of this MOU. However, either Party may terminate or extend this MOU by providing 60 days' notice in writing to the other Party. In the event that the Partner Institute would like to continue operating under the terms of the MOU because of student enrolment in courses conducted pursuant to this MOU, despite having received notice of termination from Katalyseur, Katalyseur will support the students until the end of the course, on submission of proof that the enrolments took place before the date of the termination notice.
- If the Partner Institute does not fulfil its responsibilities, Katalyseur will discontinue the program and the Partner Institute shall cease to be a member.

10. Dispute Resolution:

If a dispute arises concerning the interpretation or implementation of this MOU the Parties agree to settle amicably by mutual consultation or negotiation and shall observe and comply with all laws, rules, and regulations of each other's country where this MOU is performed.

11. Miscellaneous:

- a) **Entire MOU:** This MOU constitutes the entire understanding between the Parties with respect to the Project and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.
- b) **Amendment:** This MOU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto.
- c) **Relationship of Parties:** Nothing in this MOU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party have the power or authority to speak for or assume any obligation on behalf of the other Party.
- d) **Assignment:** Each Party may assign its rights and obligations under this MOU with the prior written consent of the other Party. Notwithstanding the foregoing, Katalyseur shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written consent of the Partner Institute. It is clarified that:
 - i. The assignment or alienation of any part or whole of the Partner Institute IP or Katalyseur IP shall not be construed to be an assignment of rights or obligations under this MOU; and
 - ii. The delegation of any obligations under this MOU by Katalyseur to any person or entity shall not be construed to be an assignment of rights or obligations under this MOU, so long as Katalyseur remains at all times responsible for its obligations under this MOU.
- e) **Indemnity:** This MOU does not contemplate or provide for the exchange of any funds between the Parties. Therefore, save and except for fraud, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MOU.
- f) **Counterparts:** This MOU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and the same instrument.
- g) **Notice:** Either Party may, from time to time, change its respective address or



representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.

12. Matters Not Covered by the MOU:

The Katalyseur brand is upheld not only because of its thought leadership in entrepreneurship and best practices but also for the quality of its content, program management, delivery standards, material, tools, etc. Hence any cobranding, co-certification and marketing association for a program would be subject to quality assessment on a case-by-case basis with individual partners and respective programs. This MOU does not automatically include co-branding, co-certification or marketing of programs operated by the Partner Institute, and discussions regarding such matters would be on a case-by-case basis between the Partner Institute and WOF.

Name of Partner Institute's key Leader & Co-leader (s) to manage the Entrepreneurship Development Affiliation and its deliverables in Annexure 1.

Please note you are required to notify Katalyseur in writing upon making a change at (notification@katalyseur.com)

Katalyseur Affiliation for your Institute during the current year will be managed by the following members of the Katalyseur team. Details in Annexure 1.

We have read the above information and agree that the Partner Institute will engage in the Katalyseur Entrepreneurship Development Affiliation. We understand that this guidance and support will enhance the value of our experience and speed of development in entrepreneurship education.

Partner Institute

Signature:


9/02/2018

Name: Dr. Peter Fernandes

Designation: Principal, AIET

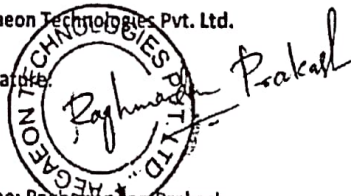
Date:

PRINCIPAL

Alva's Institute of Engg. & Technology,
Mijar, MOODBIDRI - 574 225, D.K.

Aegaeon Technologies Pvt. Ltd.

Signature:


Raghunandan Prakash

Name: Raghunandan Prakash

Designation: Director

Date: 09/02/2018.

AEGAEON TECHNOLOGIES PVT. LTD.,
4, 2nd Floor, MM Complex
Next Kantharaj Urs Road,
Sharadadevi Nagar, MYSORE-570 022
Karnataka, India


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