#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this (01) of (07) (05/08/2017- 04/08/2022 total duration 5 years) between ECE,CSE,CIVIL & EEE., under (Princeton Institute of Engineering and Technology for women), (Hyderabad ) herein referred to as Princeton Institute of Engineering and Technology for women, and Sten Corniche Education Services, Bangalore Pvt. Ltd("Sten Corniche Education Services, Bangalore") located at Sachivalaya Nagar Road, Hyderabad. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

#### **Alliance Objective**

This document outlines a strategic understanding between "STEN CORNICHE EDUCATION SERVICES, BANGALORE" and Princeton Institute of Engineering and Technology for women, Hyderabad to work together to offer the Industrial Training Program. The primary aim of this partnership is to aid Princeton Institute of Engineering and Technology for women, Hyderabad in establishing a high quality people repository in software technologies. This will help Princeton Institute of Engineering and Technology for women, Hyderabad teach and train their students on strategic technologies and to position them to support India"s Information Technology initiative.

As opposed to a one-time implementation, this is a strategic initiative and requires the total commitment of both "STEN CORNICHE EDUCATION SERVICES, BANGALORE" and Princeton Institute of Engineering and Technology for women, Hyderabad. The Industrial Training Program initiative would allow Princeton Institute of Engineering and Technology for women, Hyderabad, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber IT skills required in the fast changing IT marketplace.

#### NOW THIS MOU WITNESSETH AS FOLLOWS:

#### **DEFINITIONS AS USED IN THIS MOU:**

"*MoU*" means this instrument executed by "STEN CORNICHE EDUCATION SERVICES, BANGALORE. LTD. PVT." and Princeton Institute of Engineering and Technology for women, Hyderabad, and subsequent amendments issued to the **MoU** by mutual consent as provided herein.

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"Program" means the Industrial Training Program that is the subject of this MoU.

*"Software"* or *"Product"* means the "STEN CORNICHE EDUCATION SERVICES, BANGALORE" computer software packages identified for introduction in the Program, refer **Annexure "A"** 

"*Curriculum*" means the "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Course that is integrated with the Princeton Institute of Engineering and Technology for women, Hyderabad "s Main Course, elective or Projects.

#### 1. BENEFITS TO THE Princeton Institute of Engineering and Technology for women, Hyderabad

- 1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Information Technology;
- 1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software
- 1.3 Opportunity to utilise the Program to train students on "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Software products and technologies.
- 1.4 Opportunity for the faculty and students of Princeton Institute of Engineering and Technology for women,Hyderabad to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future
- 1.5 Opportunity for students to avail "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Certification, which is valid across the globe through the Sylvan Prometric Testing Centre.

#### 1.2 Benefits to "STEN CORNICHE EDUCATION SERVICES, BANGALORE"

- 1.5.1 Creation of a resource pool of "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Software professionals to boost the existing skill level in the country.
- 1.5.2 Inclusion of "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Software and technologies in the course curriculum of Princeton Institute of Engineering and Technology for women, Hyderabad .
- 1.5.3 Availability of skilled students from the Program for projects which would benefit "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Customers as well as the Business Partners of "STEN CORNICHE EDUCATION SERVICES, BANGALORE".

#### 2. **RELATIONSHIP BETWEEN THE PARTIES**

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- 2.1 Neither Princeton Institute of Engineering and Technology for women,Hyderabad nor "STEN CORNICHE EDUCATION SERVICES, BANGALORE" is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.
- 2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

### 3. Areas of Collaboration

#### 3.1 "STEN CORNICHE EDUCATION SERVICES, BANGALORE"

- 3.1.1 Software as mentioned in Annexure A made available to the Princeton Institute of Engineering and Technology for women, Hyderabad.
- 3.1.2 Curriculum design as agreed with "STEN CORNICHE EDUCATION SERVICES, BANGALORE"

#### 3.2 Princeton Institute of Engineering and Technology for women, Hyderabad

- 3.2.1 Setting up, operating & maintaining the infrastructure required for training.
- 3.2.2 Promotion of the "STEN CORNICHE EDUCATION SERVICES, BANGALORE" Software Certification Program among the students; The costs for the same to be borne by the student.
- 3.2.3 Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.
- 3.2.4 Supporting "STEN CORNICHE EDUCATION SERVICES, BANGALORE" in conducting fests/competitions for students in the college.
- 3.2.5 Maintenance of trained faculty members for training on "STEN CORNICHE EDUCATION SERVICES, BANGALORE" technology.

#### 4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of Princeton Institute of Engineering and Technology for women, Hyderabad and two officers nominated by "STEN CORNICHE EDUCATION SERVICES, BANGALORE" will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

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### 5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by "STEN CORNICHE EDUCATION SERVICES, BANGALORE" will at all times remain proprietary to "STEN CORNICHE EDUCATION SERVICES, BANGALORE", which however, hereby grants to Princeton Institute of Engineering and Technology for women,Hyderabad, non-exclusive, royalty-free license to use the same internally. The software"s being provided to Princeton Institute of Engineering and Technology for women,Hyderabad through this MoU shall be governed by the applicable license agreements of the respective software's. Princeton Institute of Engineering and Technology for women,Hyderabad unconditionally agrees to comply with such terms and conditions.

### 6. LIMITATION OF LIABILITY

Under no circumstances is "STEN CORNICHE EDUCATION SERVICES, BANGALORE" liable for Princeton Institute of Engineering and Technology for women, Hyderabad "s loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if "STEN CORNICHE EDUCATION SERVICES, BANGALORE" is informed of its possibility.

### 7. GENERAL

- This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond it"s control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.
- 2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- 3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
- 4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- 5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- 6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.



- 7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
- 8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- The "STEN CORNICHE EDUCATION SERVICES, BANGALORE" software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the University on "STEN CORNICHE EDUCATION SERVICES, BANGALORE" software, and not for any other commercial purposes.
- 10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
- 11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
- 12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
- 13. The laws of the Republic of India shall govern this MoU.
- 14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
- 15. All communication between the parties shall be in writing and in English Language.

#### Summary

"STEN CORNICHE EDUCATION SERVICES, BANGALORE" recognizes the significance of the Princeton Institute of Engineering and Technology for women,Hyderabad "s initiative to be the leader in the field of IT related academia in the country. "STEN CORNICHE EDUCATION SERVICES, BANGALORE" proposes to make available the appropriate technology and expertise to develop Princeton Institute of Engineering and Technology for women,Hyderabad "s position as a leading institute in the country providing high quality IT skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

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"STEN CORNICHE EDUCATION SERVICES, BANGALORE". "Princeton Institute of Engineering and Technology for women"

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Signature with seal

Name: Sathya Saravanan.



Name: Dr A Krishna Murthy

Title:\_\_\_\_\_

Title: Principal, PETW Hyderabad

**Technical Director** 

Sten Corniche Education Services, Bangalore

Hyderabad



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