

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN



ExcelR Edtech.Pvt.Ltd

And



Patel Institute of Science and Management

FOR

**Student Development & Faculty Development
Programs on Different Emerging Software
Technologies**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the **05th day of January month 2024**

(Date 05-01-2024),

by and between

ExcelR Edtech.Pvt.Ltd,

(Herein after referred to as '**First Party**')

And

Patel Institute of Science and Management

(Herein after referred to as "**Second Party**",

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHEREAS:

1. First Party is an EdTech company: **ExcelR Edtech.Pvt.Ltd**
2. Second Party is an Education Institution: **Patel Institute of Science and Management**
3. First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
4. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.
5. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

ExcelR Edtech.Pvt.Ltd

(Subsidiary of ExcelR Houston, USA)

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068

Email: enquiry@excelr.com | 1800-212-2120(Toll Free)

www.excelr.com

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

CLAUSE 1: CO-OPERATION

6. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.
7. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
8. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.
9. ExcelR would be the training delivery partner for the second party on various trending technologies
10. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both organizations.
11. ExcelR would work with incubation centers/ innovation cells of second party(Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
12. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

CLAUSE 2: SCOPE OF THE MoU

13. The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
14. Curriculum Design: First Party will give valuable inputs to the Second Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.



15. Software Technologies Training: The first party will provide the pieces of training to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
16. Skill Development Programs: First Party to train the students of the second Party on emerging technologies to bridge the skill gap and make them industry ready.
17. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in-house requirements.
18. Faculty Development Programs: First Party to train the faculties of the second Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.
19. Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free pieces of the training run by the first party under Everyday Learning Initiation.
21. First party would extend the help in providing artifacts such as training records, and certificates to the second party upon a written request from the second party. This information is limited to only the students of the second party and at the discretion of the first party.
22. In case, the second party wants to conduct customized commercial training then this agreement can be amended/by adding an annexure with mutually agreed terms.
23. In case, the second party wants to do industrial visit at the ExcelR Company Premises the first party as ExcelR will be open for the such visits and also assist for the Internships & Projects for the selected students T&C will be applicable.
24. As First Party ExcelR is also going to help and assist in Research Projects for the Faculty and Academic Projects for the Students and second party can take the participation in such events hosted by First Party
25. Hackathons and Scholarship Programs: First Party hosts events such as Hackathons & other events so Second Party can take the participation with T&C's Applicable for such events.

CLAUSE 3: INTELLECTUAL PROPERTY

26. The first party will have the sole rights to the curriculum and related content provided in the training and it cannot be replicated or copied without the consent of the first party.
27. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.



CLAUSE 4: VALIDITY

28. The period of agreement is valid for a period of 2 years from the date of signing of this agreement
29. This agreement will be valid only at the intentions of the parties involved therein, this MoU could be dissolved or canceled by either party at any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon it, the MOU loses its validity.


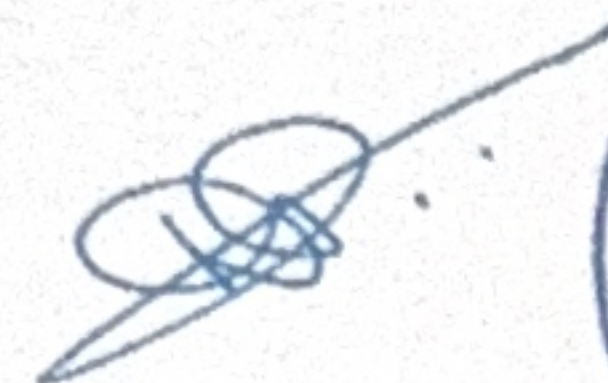
CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

30. 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. Neither Party is authorized to use the other Party's name to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

AGREED:

For: ExcelR Edtech.Pvt.Ltd

For: Patel Institute of Science and Management



Shyam Narayan
Director
ExcelR Edtech.Pvt.Ltd



Dr. Ashok A R Gowda
Director
Patel Institute of Science and Management

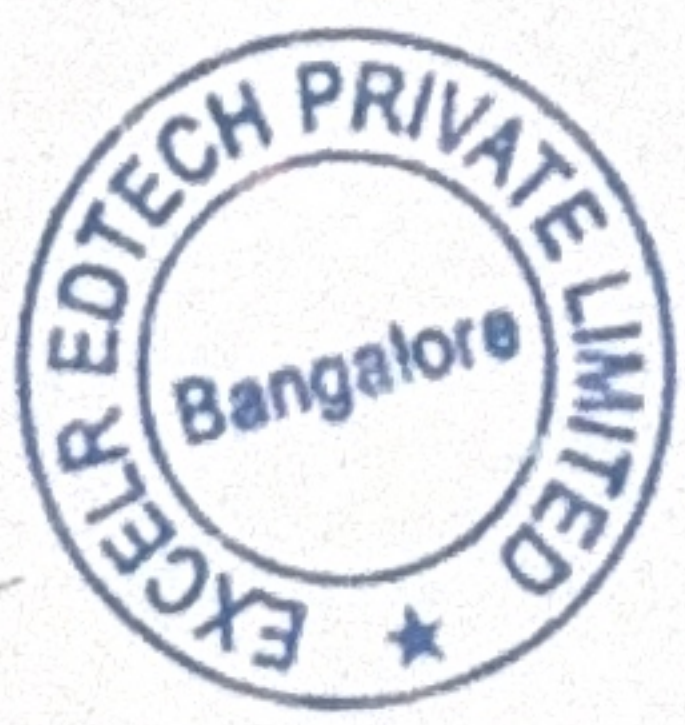
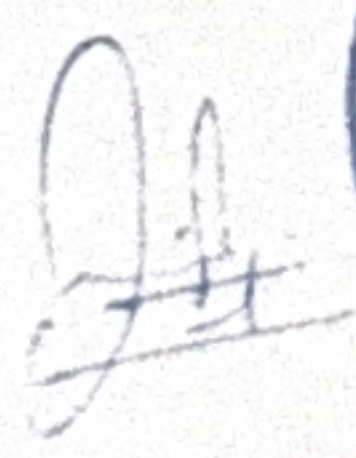
Authorised Signatory

DIRECTOR
Patel Institute of Science & Management
K. Agrahar, Near Outer Ring Road,
Bellandur Post, Bangalore - 103.
Authorised Signatory

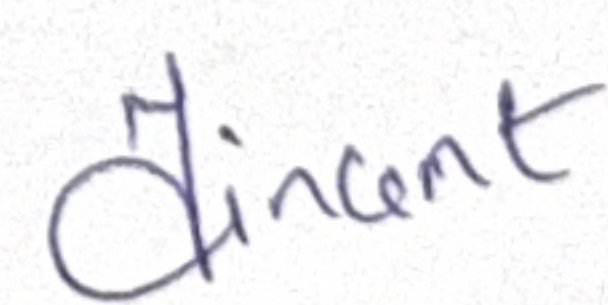
GST: 27AAEFE5003F1ZX

TIN: HYDE02965E

Witness:



Mr. Manikanth I Melmani
Manager – Business Development
Every Day Learning (EDL) – MoU Association
+91-9900818965
manikanth.melmani@excelr.com



Dr Vincent Rajkumar
Associate Professor
Patel Institute of Science and Management



GENPLUS TRAINING & CONSULTING SERVICES PRIVATE LIMITED, BANGALORE



PATEL INSTITUTE OF SCIENCE AND MANAGEMENT

ENLIGHTENING THE PATH TO SUCCESS

MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Understanding is made on this day, the 23rd May, 2024 between First party, Patel Institute of Science and Management , Outer Ring Rd, opp. Intel, Kariyamma Arahara, Bellandur, Bengaluru, Karnataka 560103 and Second party, GENPLUS TRAINING & CONSULTING SERVICES PRIVATE LIMITED, 733/28/1 First floor, 12th Main Rd, 3rd Block, Rajajinagar, Bengaluru, Karnataka 560010.

Genesis Training is the brand name of GENPLUS TRAINING & CONSULTING SERVICES PRIVATE LIMITED, here after in the second party (GENPLUS TRAINING & CONSULTING SERVICES PRIVATE LIMITED) will be referred as Genesis and Patel Institute of Science and Management will be referred as PISM in this document.

THE PISM & GENESIS TRAINING AGREE AS FOLLOWS:

Genesis Training has to provide Offline Training Program in Department of MBA (Long term Training Program) from the Academic Years of 2023-25

Course	Specialisation	2nd Semester	Workshop	Specialization Training		Total No.of Hours
				3rd Semester	4th Semester	
MBA	Finance	CRT Training	3- Day Workshop on Gudiance regarding Sepcialisation	GST Taxation	SAP FICO	96
	HR			SAP Pay roll Management	SAP HCM	
	Marketing			Digital Marketing	SAP Hybris	



**GENPLUS TRAINING &
CONSULTING SERVICES
PRIVATE LIMITED,
BANGALORE**

**GENESIS
TRAINING**



**PATEL INSTITUTE OF SCIENCE
AND MANAGEMENT**

ENLIGHTENING THE PATH TO SUCCESS

Payment:

PISM Management has agreed to provide Genesis Training the following payments for following services

Course	Specialisation	2nd Semester	Workshop	Specialization Training		Total No.of Hours	Total Price
				3rd Semester	4th Semester		
MBA	Finance	CRT Training	3- Day Workshop on Gudiance regarding Sepcialisation	GST Taxation	SAP FICO	96	6000
	HR			SAP Pay roll Management	SAP HCM		
	Marketing			Digital Marketing	SAP Hybris		

Conditions for Payment towards

- Minimum of 60 students in a batch
- Complete advance payment is completed prior to the commencement of the Training



**GENPLUS TRAINING &
CONSULTING SERVICES
PRIVATE LIMITED,
BANGALORE**

**GENESIS
TRAINING**



**PATEL INSTITUTE OF SCIENCE
AND MANAGEMENT**

ENLIGHTENING THE PATH TO SUCCESS

Other commitments and rules to be followed by both parties

- Profile of Trainers must be shared in the beginning of the training. PISM may interview the resource persons before shortlisting the trainers.
- Details of modules must be shared well in advance with the TPO, HODs, PISM
- Meetings are mandatory with the TPO, HoDs, PISM before and after the training sessions.
- Feedback collected by students about the session to be given on every day basis..
- Trainers are responsible for the smooth and proper implementation of the training
- Assessments (Offline and online) to be conducted twice a month by Genesis. The report of assessment to be submitted to the Training and placements department
- Any trainer not meeting the expectations of the TPO, HODs or Principal to be replaced immediately.
- Post training report to be furnished after the completion of training program.
- PISM will provide class room and technical infrastructure for conducting the training program.

Contact Point/Communication & Notification

For the purpose of communication or notices with respect to this MOU, PISM shall be represented by _____ And Genesis Training by Mr. Naveen Nagaraj, Managing Director, Genesis Training.

All Communications shall be between the above representatives.



**GENPLUS TRAINING &
CONSULTING SERVICES
PRIVATE LIMITED,
BANGALORE**

**GENESIS
TRAINING**



**PATEL INSTITUTE OF SCIENCE
AND MANAGEMENT**

ENLIGHTENING THE PATH TO SUCCESS

Breach of Agreement

PISM has the right to terminate the agreement with the Genesis Training, in case the Genesis Training either fails to provide the services satisfactorily or violates any of the clauses mentioned in the MOU, or exploits the students or misuses the partnership with PISM in any way.

Amendment to the Agreement

The obligation of the PISM and Genesis Training has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

Period of Validity

This agreement shall be initially valid for Present Academic Year of MBA 2023-2025 from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.



GENPLUS TRAINING & CONSULTING SERVICES PRIVATE LIMITED, BANGALORE



PATEL INSTITUTE OF SCIENCE AND MANAGEMENT

ENLIGHTENING THE PATH TO SUCCESS

Abitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

For Genesis Training For the PISM

Director

Principal, PISM

DIRECTOR
Patel Institute of Science & Management
K. Agrahar, Near Outer Ring Road,
Bellary Dist. Karnataka-581102



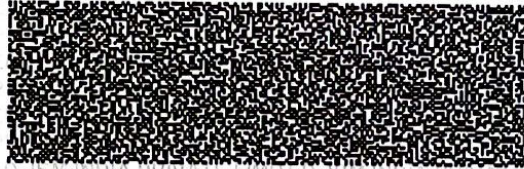
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA12738602273442X
Certificate Issued Date : 22-Apr-2025 12:28 PM
Account Reference : NONACC (FI)/ kacrsfl08/ KORAMANGALA5/ KA-JY
Unique Doc. Reference : SUBIN-KAKACRSFL0850615643463195X
Purchased by : IBM INDIA PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : CE Workshop
Consideration Price (Rs.) : 0
(Zero)
First Party : IBM INDIA PRIVATE LIMITED
Second Party : PATEL INSTITUTE OF SCIENCE AND MANAGEMENT
Stamp Duty Paid By : IBM INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

"This page has been intentionally left blank by the parties & forms an integral part of the Career Education MoU"

e-Signed by Arpitha Sampath Kumar

e-Signed by Jagadisha Bhat

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Patel Institute of Science & Management and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between **IBM India Private Limited ("IBM")** with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029 and **Patel Institute of Science & Management** with registered address at Kariyammana Agrahara, Bellandur, Bengaluru, Karnataka 560103, India

WHEREAS, Patel Institute of Science & Management and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

WHEREAS, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will terminate on **3 years from the date of signing** unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by Patel Institute of Science & Management and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

e-Signed by Arpitha Sampath Kumar

e-Signed by Jagadisha Bhat

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and Patel Institute of Science & Management each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

8. Feedback means any comments, suggestions, and recommendations on IBM products or services of this business relationship. The other party is under no obligation to give Feedback to IBM. In case, such Feedback is made, it is not treated as confidential to the other party, and IBM shall be free to act and use such Feedback, including but not limited to IBM products or services. Any enhancements to IBM product or services based on such Feedback shall be exclusively owned by IBM. Such rights to Feedback are granted on non-exclusive basis to IBM. Third party shall not disclose such Feedback to any other party without IBM's prior written approval.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

e-Signed by Arpitha Sampath Kumar

e-Signed by Jagadisha Bhat

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the Patel Institute of Science & Management and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of

2025-04-23 14:40:33 IST

IBM India Private Limited

e-Signed by Jagadisha Bhat

By: _____

Name: **Jagadisha Bhat**

Market Leader - IBM Technology
Title: Expert Labs

Patel Institute of Science & Management

e-Signed by Arpitha Sampath Kumar

By: _____

Name: **Arpitha Sampath Kumar**

Title: **Managing Director**

Attachment 1 – Program Structure

Foreseen benefits of the collaboration for Patel Institute of Science & Management

1. Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology.
2. Opportunity to be recognized by the industry and academic circles as one of the preferred location/institutions for acquiring training and skills in latest technology and software.
3. Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software.
4. Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software.
5. Opportunity to learn from the practitioners in the industry from IBM or business partners.
6. Opportunity for students and faculty members to avail professional and global certification on IBM Software.
7. Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
8. Opportunity to conduct various seminar and workshops with IBM in the institution.
9. Opportunity to co-market with IBM to promote Programs.
10. Propagation of IBM Software and technology knowledge & skill to various students and faculty members

IBM and Patel Institute of Science & Management acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and Patel Institute of Science & Management are keen to cooperate in a way that shall benefit Patel Institute of Science & Management students pursuing a career in the industry.

Patel Institute of Science & Management shall rollout **Under-Graduate / Certificate / value added programs** with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have Patel Institute of Science & Management commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts thru the IBM Business Partner. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by Patel Institute of Science & Management.

Following are the Proposed activities,

a) IBM

- Participate in Curriculum Design for Co-Branded Programs & BoS
- Provide the participation certificates for all the students who have successfully completed the course.

b) IBM Business Partner

- To provide IBM Career Education courses for the students as required and agreed in the Work order.
- Provide orientation workshops for the faculty nominated by Patel Institute of Science & Management for the program.
- Deploy SMEs for covering/deliver Courses (including practical/Lab hours) agreed as per the curriculum, for students as mutually agreed as per the curriculum.

e-Signed by Arpitha Sampath Kumar



e-Signed by Jagadisha Bhat



c) Patel Institute of Science & Management

- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue IBM certificate accordingly
- Provide detailed session plan
- Share the student data with IBM Business Partner who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM designated Business Partner resources
- Confirm and process the payments to IBM Business Partner in advance on agreed schedule.

Co-Branded Program Details

MBA with specialization in Business Analytics

Semester	IBM Course Name	Duration (Hours)
1	Python	32
2	Business Intelligence using Cognos	32
3	Predictive Modelling using SPSS	32
4	Design Thinking and Agile Methodologies	32

e-Signed by Arpitha Sampath Kumar



e-Signed by Jagadisha Bhat



Attachment 2

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

e-Signed by Arpitha Sampath Kumar

e-Signed by Jagadisha Bhat

6. General

This Agreement does not require either of us to disclose or to receive Information. Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Patel Institute of Science & Management

By: e-Signed by Arpitha Sampath Kumar

Authorized Signature

Name (type or print): Arpitha Sampath Kumar

Date: 2025-04-23 14:40:48 IST

Identification number:

Address:
Kariyammana Agrahara, Bellandur,
Bengaluru, Karnataka 560103
India

Agreed to:

IBM India Private Limited

By: e-Signed by Jagadisha Bhat

Authorized Signature

Name (type or print): Jagadisha Bhat

Date: 2025-04-23 11:49:02 IST

Agreement number:

IBM address:
No. 12, Subramanya Arcade, Bannerghatta Road,
Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.



**MEMORANDUM
OF
UNDERSTANDING**

Between

Patel Institute of Science and Management

And

Kugelblitz Private Limited



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 1st August 2025 between Patel Institute of Science and Management, Kariyammana Agrahara, Outer Ring Rd, Bellandur Post, Bengaluru, Karnataka 560103 as First Party and Kugelblitz Private Ltd, 40 Shiv Vatika, Mangyawas, Mansarovar, Jaipur, Rajasthan 302017 as Second Party

Purpose

This MoU is to foster a collaborative relationship between Kugelblitz Technology and PISM for the purpose of recruitment, internship opportunities, and industry-academic collaboration to enhance student employability and career prospects.

THE PISM & Kugelblitz Private Limited SOLUTIONS AGREE AS FOLLOWS:

- Kugelblitz Technology agrees to offer recruitment opportunities for PISM students in roles with attractive compensation and performance-based incentives.
- Kugelblitz Technology will facilitate internships, pre-placement offers, and real-time industry exposure, helping students gain hands-on experience in Finance, HR, Marketing and technical domains.
- PISM agrees to share student profiles and academic records, support Kugelblitz Technology in coordinating the recruitment process, and encourage student participation across relevant departments.
- PISM will provide necessary infrastructure and logistical support for conducting recruitment activities such as interviews, pre-placement talks, and assessments.
- Both parties commit to a collaborative relationship for two academic years, with regular communication and alignment of placement timelines, and the possibility of renewal based on mutual consent.



Other commitments and rules to be followed by both parties

- Both PISM and Kugelblitz Technology agree to keep all shared information, including student and company details, confidential.
- The recruitment process will be fair and free from any kind of discrimination.
- Both parties will communicate clearly and inform each other in advance about any changes in the recruitment schedule.
- Students must behave professionally during placements, and recruiters are expected to treat students respectfully.
- Either party can end this agreement with a 30-day written notice if needed.

Branding & Outreach Support

With mutual agreement, both PISM and Kugelblitz Technology may co-promote success stories, placement drives, and collaborative initiatives via institutional websites, newsletters, or social media platforms. Such efforts shall aim to showcase student achievements and foster positive brand visibility for both parties.

Contact Point / Communication & Notification

All communications regarding this MoU shall be conducted between the designated representatives of both parties. For the purpose of communication and official notices related to this MoU, PISM shall be represented by Dr. Ashok Gowda, Director of Patel Group of Institutions, and Kugelblitz Technology shall be represented by Hardik Sarin, CEO & Co-founder of Kugelblitz Technology.

All correspondence, coordination, and notifications will be exchanged directly between these representatives unless otherwise agreed in writing.

Breach of Agreement

PISM reserves the right to terminate the agreement with Kugelblitz Technology if Kugelblitz Technology fails to fulfil its commitments as outlined in this MoU. Any violation of the agreed terms, misconduct during campus activities, or failure to provide transparent communication and fair opportunities to students shall be considered a breach of this agreement, leading to immediate termination by PISM with written notice.



Amendment to the Agreement

This MoU reflects the mutual understanding and responsibilities of both PISM and Kugelblitz Technology at the time of signing. However, recognizing that operational needs and industry dynamics may evolve, both parties agree that any changes, additions, or revisions to this agreement shall be made only through mutual consultation. All such amendments must be documented in writing and duly signed by the authorized representatives of both institutions. Verbal agreements or informal understandings will not be considered valid unless formally incorporated into the MoU.

Period of Validity

This agreement shall remain in force for the Academic Year 2025–2027, effective from the date of signing. The agreement may be renewed upon mutual consent of both PISM and Kugelblitz Technology, based on the outcomes and continued interest of both parties in maintaining the collaboration.

Arbitration

Any dispute arising between **Kugelblitz Technology** and **PISM** with respect to any aspect of this agreement shall be resolved through mutual consultations and written agreement between both parties.



Signature: -

The MoU represents the mutual agreement of both parties and is not legally binding but serves as a statement of intent for cooperation and collaboration.

For Kugelblitz Private Limited:

Hardik S

Signature

Date: 1-08-2025

Name: Hardik Sarin,

Position: CEO & Co-founder

For Patel Group of Science and Management:

Signature *Ashok Gowda*

Date: 1-08-2025

Name: Dr. Ashok Gowda

Position: Director PISM



Director of MBA PISM <director@patelinstituteofscience-management.edu.in>

Enhancing Financial Market Expertise: Exploring Partnership Opportunities

1 message

Wed, Jul 2, 2025 at 10:43 AM

Director of MBA PISM <director@patelinstituteofscience-management.edu.in>

To: subhayu.das@nism.ac, barkha.nigam@nism.ac

Cc: CEO PGI <ceo@pateledu.com>, Campus Director <campusdirector@pateledu.com>

Respected Subhayu Sir & Barkha Madam,

Greetings from Patel Institute of Science & Management, Bangalore!

Thank you for reaching out and sharing the opportunity to explore a potential partnership with the National Institute of Securities Markets (NISM). We truly appreciate your initiative and are honored by your interest in collaborating with us.

We recognize NISM's pivotal role in advancing financial literacy, promoting ethical practices, and setting high standards for securities markets education in India. We believe that a partnership between our organizations could contribute meaningfully to our shared objectives in the domain of investor education, capacity building, and professional development.

We are keen to explore this opportunity further and would appreciate a meeting at your convenience to discuss the scope, expectations, and possible areas of collaboration. Kindly let us know your availability, and we will be happy to coordinate accordingly.

Looking forward to a productive association.

Thanks & Regards,

Dr. Ashok A R Gowda

Director,

Patel Institute of Science & Management,


Kariyammana Agrahara, Outer Ring Road,

Behind Sakra Hospital, Bellandur Post,

Marathahalli, Bangalore-560103

Mobile No.: 7353466966

www.pismpg.com

 **NISM PISM Bangalore.pdf**
470K



National Institute of Securities Markets

A Capacity Building Initiative of SEBI

Date: 23rd June, 2025

To,
Dr.ashok a.r gowda
Director
PATEL INSTITUTE OF SCIENCE AND MANAGEMENT
Kareammana Agrahara Bellandur Post 560103, Karnataka, India.
Contact No. 7406945602

Subject: Enhancing Financial Market Expertise: Exploring Partnership Opportunities

Greetings from NISM!

I am writing to introduce the National Institute of Securities Markets (NISM), an educational initiative of the Securities and Exchange Board of India (SEBI), and to extend an invitation for strategic partnership with your esteemed institution.

SEBI, the securities markets regulator, emphasizes on the need for a proficient workforce to maintain market efficiency and integrity. Ongoing global, technological, and regulatory shifts demand skilled and adaptable professionals who can navigate market complexities with unwavering commitment to compliance and ethics.

In today's rapidly evolving financial landscape, it is essential for Higher Education Institutions (HEIs) to enhance their academic curriculum to equip students with specialized knowledge and practical skills. This ensures they are well-prepared to navigate the dynamic and highly regulated financial sector. The Financial Services Industry is experiencing a critical shortage of skilled, job-ready professionals, creating a pressing need for industry-aligned education and training.

The National Institute of Securities Markets (NISM) is a premier educational institution offering a range of certification programs, e-learning courses, Summer School program and Immersion programs designed to develop expertise in securities markets. Our specialized programs provide students with the skills and knowledge necessary to excel in the financial industry.

By partnering with NISM, your institution can advance its mission of fostering professional development and job readiness among students. Additionally, this collaboration can drive tangible benefits such as improved placement outcomes, enhanced institutional rankings, and greater student enrollment. We invite you to explore this opportunity and engage in discussions on how we can work together. Please let us know a convenient time to e-meet and discuss the details of this potential partnership.

You can reach out to

Mr. Subhayu Das
A.G.M -- Partnership and Marketing Division
subhayu.das@nism.ac.in
WA/Mobile 9051188299

Ms. Barkha Nigam
AM -- Partnership and Marketing Division
barkha.nigam@nism.ac.in
WA/Mobile 9833220363

Looking forward to a positive response from you.

Thanking you

Sanjeev Bajaj (GM – NISM)

REGISTERED OFFICE

5th floor, NCL Cooperative Society,
Plot No. C-6, E-Block, Bandra Kurla Complex,
Bandra East, Mumbai - 400051
Board Line: +91-22-41738822

CAMPUS

Plot No. IS 1 & IS 2, Patalganga Industrial Area,
Mohopada, Rasayani, District Raigad,
Near Navi Mumbai, Maharashtra - 410222
Board Line: +91-2192-668300/01

BRANCH OFFICE

Plot No. 82, Sector-17, Vashi,
Navi Mumbai - 400703
Board Line: +91-22-66735100/01

Web.: www.nism.ac.in