

**MEMORANDUM OF UNDERSTANDING / NON DISCLOSURE AGREEMENT
BETWEEN
Department of Information Science & Engineering
HKBK College of Engineering, BANGALORE
AND
UPSKILLING EDUTECH PVT. LTD, BANGALORE**

This Agreement made and entered into on 23rd September 2021 between HKBK College of Engineering, Bangalore (hereinafter called HKBK) situated at #22/1, Nagawara, Bangalore – 560 045, represented by the HOD ISE, HKBKCE Bangalore and UPSKILLING EDUTECH PVT. LTD, Bangalore (hereinafter called “SKILLVERTEX” which expression shall include its successors and permitted assignees) situated at Ground Floor, Embassy Signet Building, Embassy Tech Square, Cessna Business Park, Sarjapur - Marathahalli Outer Ring Road, Post-Kadubeesanahalli, Bellandur, Bengaluru, Karnataka 560103.

1. PURPOSE

The purpose of this initiative is to build knowledge and innovation ecosystem between the SKILLVERTEX and HKBK College of Engineering in order to meet the market demand in a software skill development area.

2. OBJECTIVES OF THE AGREEMENT

This Memorandum of Understanding Agreement is for the purpose of protecting and preserving the confidential and /or proprietary nature of information to be disclosed or made available by HKBK to the SKILLVERTEX during the period of execution of the Development Center. For purposes of this Agreement HKBK and SKILLVERTEX are sometimes collectively referred to as the “Parties” and individually referred to as a “Party”. As used herein, “Recipient” shall mean the Party who has been given “Confidential Information” (as hereinafter defined) by and of the other Party. Discloser shall mean the Party who gives Confidential Information to the other Party.

1. The Parties agree to use the Confidential Information received here under solely for the purpose of performing the service or services of which the SKILLVERTEX and HKBK have made an agreement (“Purpose”), and only to the extent necessary for the stated Purpose. The Recipient agrees that it will not provide Confidential Information to any third parties or business partners without prior written permission from HKBK.

2. “Confidential Information” means any business and/or personally identifiable information relating to HKBK’s students, employees or other parties contained in files or storage systems to which the SKILLVERTEX will be provided access by HKBK.

3. "Confidential Information" shall include, without limitation, printed or electronically recorded matter, personally identifiable information, customer and employee information, business information, and other information of a non-public nature. Confidential Information also includes information generated as a result of the activities of the parties here under, and information whether disclosed in writing or orally, that is marked "confidential" or should be deemed by its nature to be confidential.

4. All Confidential Information shall remain the property of HKBK. No rights or license therein is granted except a limited right to use the Confidential Information solely for the Purpose.

5. The SKILLVERTEX agrees that for Confidential Information it shall use the same degree of care and means it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means to prevent an authorized use or disclosure of such Confidential Information to third parties. The Confidential Information may be disclosed only to employees or contractors of the Recipient with a "need to know" who are subject to written confidentiality agreements sufficient to carry out the intent of this Agreement.

6. This Agreement shall be effective on the date of its full execution by the Parties. Upon request of HKBK, the SKILLVERTEX shall promptly return all copies of the Confidential Information, in whatever form of media to HKBK.

7. All notices shall be in writing and delivered by hard or sent by certified or registered mail, return receipt requested, or reputable overnight courier service to the above address of the other party, to the attention of the Recipient's Legal Department unless otherwise directed in writing by Recipient, and shall be deemed received on the earlier of actual receipt or five days after deposit in the mail.

8. SKILLVERTEX shall be liable for the costs associated with any breach if caused by SKILLVERTEX's negligent or wilful acts or omissions of SKILLVERTEX's agents, officers, employees or subcontractors.

3. NON-EXCLUSIVITY

The relationship of the parties under this agreement shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on the subject.

4. TERMS AND TERMINATION

This Agreement, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This agreement may be amended by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this agreement upon 60 days prior written notice to the other party. However no such early termination of this agreement, whether mutual or unilateral, shall effect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this agreement, which obligations shall survive any such termination.

5. RELATIONSHIP

Nothing in this agreement shall be construed to make either party a partner, an agent or legal representative or the other for any purpose.

6. ASSIGNMENT

It is understood by the Parties herein this agreement is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising here under, either wholly or in part, to any third party.

SIGNED IN DUPLICATE

This agreement is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
HKBK College of Engineering

On behalf of
UPSKILLING EDUTECH PVT. LTD.



Name: Dr. M.S Bhagyashekar
Principal
HKBK College of Engineering
S.No.22/1, Nagawara
Arabic College Post
Bangalore - 560 045
Date: 23rd September 2021



Name: Kalyani More
Title: Business Development Manager
Date: 23rd September 2021



Witness 1: Sharavana .K



(SHARAVANA.K)

Witness 2: Nimish Khanna



Witness 3 : Asghar Pasha

Witness 4: SREEKANTHA B
Suresh