

MEMORANDUM OF UNDERSTANDING

BETWEEN

HKBK COLLEGE OF ENGINEERING, BENGALURU

AND

FINETSA TALENT TRANSFORMATION SERVICES LLP, BENGALURU

This Agreement made and entered into on this 30th day of October 2017 between HKBK College Of Engineering, Bengaluru (hereinafter called HKBKCE) situated at S. No. 22/1, Nagawara, Bengaluru – 560 045 an Institute of engineering registered with All India Council of Technical Education (AICTE), New Delhi and affiliated to Vishveshwarya Technological University (VTU), Belgaum and Finetsa Talent Transformation Services LLP, Bengaluru (hereinafter called Finetsa which expression shall include its successors and permitted assignees) with its registered office at 50, RBI Colony, Anandnagar, Bengaluru – 560 024

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between HKBKCE and FINETSA in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between HKBKCE and FINETSA.

2. PROPOSED MODES OF COLLABORATION

HKBKCE and FINETSA propose to collaborate through

1. To impart training and mentoring to the students, staff and faculty of HKBKCE by Finetsa.
2. To facilitate regular interaction between the faculty and students of HKBKCE and the workforce of Finetsa
3. Finetsa to provide regular active inputs in curriculum design and revision of the courses run by HKBKCE in Future Technologies
4. HKBKCE and Finetsa shall explore the possibilities of mutual support in their learning, hiring and research requirements based on mutual convenience.
5. Any other appropriate mode of interaction agreed upon between HKBKCE and FINETSA.
6. Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF TRAINING AND MENTORING PROGRAMS

The form of any of the said Training and Mentoring Program (hereinafter referred to as "Program") will be subject to a separate Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The execution of program individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate facility** - The performance of training and mentoring by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/facilitated by either Party.
- c. **Third parties** - The execution by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between HKBKCE and FINETSA will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each program undertaken by the parties hereunder shall be initiated by the signing of a separate agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the collaboration.
- b. The form of the collaboration.
- c. The estimated cost of the program collaboration together with the amount of funding, if any, to be received from third parties.
- d. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:



- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU 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 that subject.

8. TERMS AND TERMINATION

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

9. INDEMNITY:

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

10. RELATIONSHIP

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

11. ASSIGNMENT

It is understood by the Parties herein this MOU 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 hereunder, either wholly or in part, to any third party.

12. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.



SIGNED IN DUPLICATE

This MOU 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, BENGALURU

By : 

Name : DR. A. SYED MUSTAFA

Title : Professor & HOD,

Date : 16-Oct-2017

Witness :

- 1.
- 2.

Prof. A. SYED MUSTAFA
Professor & HOD of the Dept.,
Dept. of Information Science & Engg
HKBK College of Engineering,
22/1, Nagawara, Bengaluru-45

On behalf of

FINETSA TALENT
TRANSFORMATION SERVICES
LLP BENGALURU

By : 

Name : ASIT ASHUTOSH KALLE

Title : FOUNDER

Date : 16-Oct-2017

Witness :

- 1.
- 2.


Finetsa Talent Transformation Services LLP
Regd. Office : # 50, RBI Colony,
Anandnagar, Bangalore - 560 024.
Ph. : 97315 44711





Talent Transformation, Redefined

Annexure A: Areas of Collaboration

Finetsa will provide Training and Mentoring, but not limited to, "Talent Transformation and Future Technologies" as detailed below

1. To collaborate, share information and technology to develop the required skills and intend to create a Centre of Excellence to support this collaborative effort.
2. To support the institute in following activities
 - ii. Laboratory/ infrastructure Development
 - ii. Capability development of the students
 - iii. Sponsored projects
 - iv. Workshops, Conclave, Seminars, Events



03.11.2017
FTTS/HKBKCE/2017-18/010

HKBK College Of Engineering,
S. No. 22/1, Nagawara
Off Manyata Tech Park,
Bengaluru-560045

Kind Attention: Dr. Syed Mustafa, Professor & Head, Dept Of Information Science & Engg.

Dear Sir,

Subject: Industry Visit as part of FDP Program

We thank you for proposing to visit our organization as a part of your "VGST proposal for the FDP program on "Internet of Things for Industrial Application".


We hereby provide our consent for your faculty to visit our Associate M/s Pinpoint Education Services, Bangalore as part of your FDP program

We would be very glad to accommodate you on any one of the following dates, whichever is convenient to you.

1. July 4-7, 2018
2. July 24-27, 2018
3. August 1-4, 2018

We look forward to your visit.

Thanking you
For Finetsa Talent Transformation Services LLP

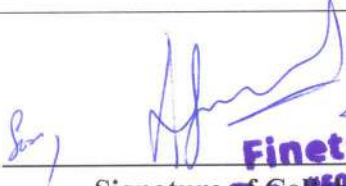

Ajit Kalle
Founder



**Letter for Collaboration from Reputed Researcher/ Institution/
Organization/ Industry/ Research Lab/ Analytical Lab.**

1	Name of the Institution/ Organization/ Industry/ Research Lab/Analytical Lab	FINETSA TALENT TRANSFORMATION SERVICES LLP
2	Name of the Collaborating Department	TECHNICAL SERVICES
3	Name & Designation of the Collaborator	AJIT KALLE / FOUNDER
4	Research Topic:-	SMART CITIES
5	Contact Details:-	50, RBI COLONY, ANANDNAGAR BENGALURU – 560 024
	a) Address	
	b) Telephone	+91 98457 17767
	c) Mobile	+91 98457 17767
	d) Fax	---
	e) E-mail	ajit@finetsa.com

I am willing to collaborate with Information Science and engineering Dept. of HKBK College of Engineering for K – FIST Programme of VGST and I am agreeing to provide the required assistance in the research related activity to Programme Co-ordinator.

<p>Date 7-NOV-2017</p> <p>Place: Bangalore</p>	 <p align="center">Finetsa Signature of Collaborator Regd. Office 50, RBI Colony Anandnagar Bangalore 560 024 Ph: 97315 44711</p>
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