MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Swami Vivekananda School of Engineering & Technology, Bhubaneswar-752054

AND

Quantumware Technical Service Pvt. Ltd. Infocity,Bhubaneswar-751024

Quantumware

MEMORANDUM OF UNDERSTANDING

BETWEEN

QUANTUMWARE TECHANICAL SERVICES Pvt. Ltd.
Bhubaneswar
(DLF CYBERCITY, INFOCITY)

AND

SWAMI VIVEKANANDA SCHOOL OF ENGINEERING & TECHNOLOGY
MADANPUR, BHUBANESWAR

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding understandings, is effective as of the later of the dates in the signature block ("Effective Date"), and is made and entered into by and between the SWAMI VIVEKANANDA SCHOOL OF ENGINEERING & TECHNOLOGY**(SVSET)**and QUANTUMWARE TECHNICAL SERVICES, DLF CYBERCITY, INFOCITY, Bhubaneswar(collectively "the Parties" or "the Party").

A. PURPOSE:

The purpose of this MOU is to begin and/or to expand a framework of cooperation between **SVSET** herein after called, **SVSET** and **QUANTUMWARE Technical Services, DLF CYBERCITY, INFOCITY, BHUBANESWAR** hereinafter called QUANTUMWARE SOLUTIONS, Bhubaneswar to support and/or develop educational programs, curricula, projects, and/or activities related to promoting, teaching or instruction in the use of Software framework as more fully described in Exhibit A ("Purpose").

B. PROPOSAL:

QUANTUMWARE Technical Services, Bhubaneswar has submitted a detailed proposal ("Proposal") to **SVSET** on Centre of Excellenceframeworkenclosed here to as Exhibit B.

C. ACTION ITEMS:

The respective action items of each party are outlined in Exhibit C ("Action Items").

D. FEE STRUCTURE:

The same are mentioned in Exhibit D

THE PARTIES MUTUALLY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY:

1. **COMMENCEMENT/EXPIRATION DATE:** This MOU begins on the Effective Date 01.09.2021 and expires on 31.03.2022 but mutually extendable for another 3 years, unless terminated earlier in accordance with this MOU.

2. **TERMINATION:** Either party, upon thirty (30) days' written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MOU, if the other party is in breach of this MOU and fails to cure such breach within ten (10) days after written notice of the breach.

3. **PRINCIPAL CONTACTS:** The principal contacts for this MOU are:

Mr. ChittaranjanRoutray, **Principal** College:SVSET Address: Bhubaneswar	**SUNIL KUMAR, Director** Industry: QUANTUMWARE TechnicalServices Pvt. Ltd. Address: DLF Cybercity,Infocity Bhubaneswar

Mr. SUNIL KUMAR

4. **FEES AND EXPENSES:**Quantumware will provide training to the students of **(SVSET)** for 12 days in which there will be 10 days of online session and 2 days of offline session for 2 hours per day.Maximum number of students in each batch shall not exceed more than 26. And Quantumware will charge 26 thousand for this training period (12 days). Quantumware will guide the students for a project which will be decided by the trainers of Quantumware.

5. **PUBLICITY:**The Parties here by agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written authorization by a duly authorized representative of the other Party, which authorization may be withheld for any or no reason in the sole discretion of the other Party.

6. **QUANTUMWARE LOGO:** College/University is Authorized to use the below Quantumware Logo.

Quantumware

7. **INTELLECTUAL PROPERTY:** Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party and nor any right in IP from the other party.

8. **PRE-EXISTING PROPERTY:**All intellectual property and rights existing and owned by a Party prior to the date of this MOU or that is conceived, developed, created or put into practice by a Party independent of the activities pursuant to this MOU, and any enhancement, modification, customization or derivative

work thereof, shall belong to the Party that owned such rights or conceived, developed, created or put to practice such rights. Neither Party shall gain by virtue of this MOU any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other Party.

If the Parties elect to undertake any joint development activities in the course of performing obligations under this MOU, any such joint development will be governed by a separate agreement to be negotiated and entered into good faith by the Parties.

9. **INDEPENDENT ACTORS:** Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MOU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind on account of or on behalf of the other party.

10. **LIABILITIES:** Neither party is liable for the unintentional or negligent acts or omissions of the other. Each party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.

11. **MODIFICATION:** Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

12. **INDEMNITY:** Party 1 agrees to fully defend, indemnify and hold Party 2 and its officers, directors, employees and affiliates harmless from, and against, any and all costs, damages, expenses, liabilities, and other claims, including attorneys' fees and court costs (including costs of appeal), that arise as a result of the breach of any term of this MoU or any of the representations and warranties contained hereunder. This clause shall survive the termination of this MOU.

13. **DISPUTE RESOLUTION/ARBITRATION:** Any dispute and/or difference that may be arise with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement within 15 days of referral.

14. **JURISDICTION:** This Agreement shall be governed and interpreted by and construed in accordance with the laws of India and courts in Bhubaneswar alone shall have jurisdiction over all matters arising out of it or relating to this MOU.

15. **SURVIVAL:** The parties hereby agree that the provisions of Sections 1-15 are binding and shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later written date below.

QUANTUMWARE Technical Services, DLF Cybercity, Bhubaneswar	SVSET, MADANPUR Bhubaneswar
By:	By: CR
Name: Sunil Kumar Kara	Name: Chittaranjan Rautray
Title: Director	Title: Principal, SVSE&T
Date: 01/09/2021	Date: 01/09/2021

Witness 1
Name: Sunanda kumari

Address: B/34 Baramund BBSR

Contact No:
Date: 6371769490
01/09/2021

Witness 2
Name:

Address:

Contact No:

Witness 1
Name: Amit Kumar Dev
Address: Plot 531, Mahtab Road
Contact No: 9658307210
Date:

Witness 2
Name: Rohit Kumar
Address: SVSET Madhompur, BBSR
Contact No: 9661940018
Date:

EXHIBIT A

PURPOSE
1. Create a sustainable partnership between **SVSET** and **QUANTUMWARE Technical Services**, as Industry & Technology partner to improve Technical Education in the State of Odisha.

2. **Faculty Development**
   - Facilitate engineering faculty to use Software and Programming framework.
   - Expose faculties to latest industry concepts in Programming framework.
   - Prepare and benchmark faculties through continuous training programs.

3. **Empower Students**
   - Introduce students to C, C++, JAVA,.. Such more Programming frameworks thereby improve students' understanding and application of concepts.
   - Expose students to latest Programming frameworks through augmented training programs and prepare students to be ready for Industry absorption.

EXHIBIT B

PROPOSAL (AREAS OF ENGAGEMENT)

1. **Software Access to SVSET**
   QUANTUMWARE Technical Services, Bhubaneswar agrees to provide Completion Certification (COC) to all Software Training owned by **SVSET** and the same is valid as per the MOU terms and conditions to be entered into between QUANTUMWARE Technical Services, Bhubaneswar and **SVSET** agrees to promote awareness of the same to all member institutions and support the other institutions in accessing the same.

2. **Introduction of Augmented Training Programs with QUANTUMWARE Technical Services, DLF CYBERCITY, INFOCITY, BHUBANESWAR.**
   QUANTUMWARE Technical Services, Bhubaneswar agrees to work with **SVSET** to launch courses on latest industry trends for all Engineering disciplines. QUANTUMWARE Technical Services, Bhubaneswar agrees to work as a knowledge partner to support **SVSET** in developing Course content for the same. These courses will be offered by faculties of the nearby institutions to the Student community. The courses are developed with the objective to prepare Students on latest industry Concepts and be globally competitive.

3. **Train the Trainer program**
   QUANTUMWARE Technical Services, Bhubaneswar agrees to work with **SVSET** to conduct faculty training programs in the Engineering Colleges of nearby areas. **SVSET** agrees to identify colleges with Computer Science Engineering/Electronics and Telecommunication Engineering/Electrical Engineering branches.

4. Immersive Learning for Students

The courses are designed to encourage Applied learning where students are evaluated based on understanding concepts and applying programming knowledge into application areas. Student project is a representation of technology use in learning and to gain practical knowledge in the domain. SVSETagreesto facilitate organizing Competitions to evaluate understanding and use of various Programming software's by students.

EXHIBIT C

1. ACTION ITEMS
QUANTUMWARE Technical Services, Bhubaneswar

a. Training:
- To provide the training delivery content for smooth delivery.
- To conduct assessments for the students enrolled in the training as per the details shared by the College.
- To issue Internship Completion Certificate (minimum 70% attendance needed) for all students who successfully complete their Internship/ProjectTraining.

SVSET, Bhubaneswar
- To provide competent faculty for delivery of training.
- To provide support in reviewing the student projects during Training Session.

b. Lab Maintenance:
- College agrees to help the Lab In-charge to maintain the labs.

2. ACTION ITEMS
SWAMI VIVEKANANDA SCHOOL OF ENGINEERING TECHNOLOGY

a. Infrastructure: The Collegeduring the training agrees to provide
- Fully equipped Air-Conditioned Computer labs with systems as per the requirement.
- A dedicated Projector, Printer, White Board and Markers
- Internet Connectivity
- Class rooms with LCD projector for the theory classes.
- A Counseling Room
- A Notice Board

b. The College agrees to make it mandatory for all its students from Computer Science Engineering, Electronic and Telecommunication Engineering and Electrical Engineering to have Internship completion certificates of Programmingsoftware.

c. The College agrees to give a minimum commitment of 20 students for Training and Certificationper year.

d. The Internship Training & Certification fee will be paid by SVSET to QUANTUMWARE Technical Services, Bhubaneswar by Cheque/Draft/NEFT in favor of M/S QUANTUMWARE Technical Services payable at Bhubaneswar.

e. The College agrees to arrange boarding & lodging of trainer recruited by QUANTUMWARE Technical Services, Bhubaneswar to teach in the campus during Orientation Classes and Tests.

f. The College agrees to encourage the faculty members to use QUANTUMWARE Technical Services, Bhubaneswar framework in their regular learning.

g. Program Coordinator: The College/University will appoint a "Program Coordinator" from all departments, he/she would be the single point of contact between the Management & Students.

3. **QUANTUMWARE Technical Services, Bhubaneswar AND SVSET AGREE TO COOPERATE AS FOLLOWS**

a. An official of SVSET to be nominated by mutual consent will coordinate the activities.

b. Both the parties shall permit their respective experts to contribute in the internship/training programs conducted by either organization through mutual consent.

c. Both the parties shall obtain prior written permission from the other, prior to the use of respective name and logo in promotional literature and related advertising material.