# MEMORANDUM OF UNDERSTANDING

# **BETWEEN**

# Consortium of Medical, Engineering and Dental Colleges of Karnataka (COMEDK)

# 132, Second Floor, 11th Main, 17th Cross, Malleswaram, Bengaluru - 560 055

And

Atria Institute of Technology, Bengaluru

1st Main Road, AGS Colony, Anandnagar, Hebbal, Bengaluru, Karnataka - 560 024

07 December, 2022

# ComedKares Programs MoU

This Memorandum of Understanding ("MoU") is entered into on 07<sup>th</sup> December, 2022 at Bengaluru.

BY and BETWEEN

Consortium of Medical, Engineering and Dental Colleges of Karnataka (COMEDK) – unit of Karnataka Professional Colleges Foundation a Registered Charitable Trust under Section 12A of Income Tax Act, 1961, having its registered office at # 132, Second Floor, 11<sup>th</sup> Main, 17<sup>th</sup> Cross, Malleswaram, Bengaluru – 560 055 and represented by the office of the Managing Directors, COMEDK (hereinafter referred to as "COMEDK" which expression shall unless repugnant to or excluded by the context hereof mean and include its successors in interest and permitted assigns) and assignees of First Party.

#### AND

Atria Institute of Technology having its registered campus at 1<sup>st</sup> Main Road, AGS Colony, Anandnagar, Hebbal, Bengaluru, Karnataka - 560 024 and represented by **The Principal**, hereinafter referred to as "Institution" (which expression shall wherever the context so admits include its successors in interest, faculties, administrators, management and assigns) of the **Second Party**.

WHEREAS COMEDK has initiated a program called ComedKares to offer programs and courses to the institutions that are inline with VTU guidelines and designed along with industry experts for the students. Exposing students to various opportunities available in the industry to build their competitiveness that will enhance the learner's 21st-century skills. ComedKares catalyzes the interaction between the Community ( industry and regional professional groups ), Industry experts and academic stakeholders for knowledge sharing and co-creating solutions that positively impact the community.

WHEREAS **Atria Institute of Technology** with the vision to be a premier technical and management institution that provides transformational learning and multi-disciplinary research to develop socially conscious and competent professionals. The institution continuously strives for excellence in technical & management education and focuses on providing high quality collaborative learning, research & consultancy.

For the purposes of this MoU, COMEDK, and Atria Institute of Technology shall be individually referred to as "Party" and collectively as "Parties".

### 1. PREAMBLE

Whereas both the Parties have under this MoU agreed to collaborate with each other or jointly with third Parties for enhancing learner's 21st-century skills, Future Tech, Entrepreneurial Mindset, Societal Problem Ideation, Prototyping, and IP creations. The partnership shall help in shared resources, mentors, industry experts that can aid the institution in setting up an innovation ecosystem in their region thereby enhancing the outcomes of their own institution. Mutual platform created for students to explore, experiment and excel in their field of interest thereby enhancing the quality of learning for students which in turn helps in NBA, NAAC accreditation and NIRF, ARIIA ranking.

# 2. PROPOSED MODES OF COLLABORATION

- a. ComedKares shall curate industry standard curriculum and training for the purpose of imparting industry specific knowledge to the students of First year up till Third year at the nearest ComedKares Innovation Hub. Students from the institution can opt in for the specific courses of their interest.
- b. **ComedKares** shall facilitate students of respective engineering branches of **Atria Institute of Technology** to take up internship/experiential learning through field visits, in collaboration with local stakeholders.
- c. ComedKares shall facilitate students of respective engineering branches of Atria Institute of Technology to take up workshops, webinars, hackathons, Industry Talks with guidance from available resource persons & experts.
- d. ComedKares will seek assistance on occasions to connect local or influencers or associations that shall enable better community engagements.
- e. IP's generated during the program will be mutually shared between the institution/organisations participating and innovators of the idea. This is done to encourage more intellectuals and organisations to participate in developing innovative ideas for the development of communities.

In addition to the above, recently the Government of Karnataka has implemented the "Skill Labs Scheme" for students of engineering colleges with the intention of training the students for industry ready. The fee structure for each student/year will be decided by the affiliating university viz. VTU, Belagavi.

Based on the evaluation made by VTU, the fees will be fixed to individual institutions as per the eligibility criteria. Hence, **Atria Institute of Technology** has decided to collaborate with ComedKares, which has established eight innovation hubs for the purpose of upskilling the students for the 21<sup>st</sup> Century needs, to enhance learners skill sets. Track record of ComedKares with its committed trained manpower has

given very good results in conducting summer internship programs for the institutions. ComedKares is also ready to offer skill enhancing programs as per the proposal approved by VTU (Ref. No 3175), Belagavi. Hence, following agreements are made between **Atria Institute of Technology** and **ComedKares** to provide quality training to the students and the same is monitored for its effective implementation.

# 3. RESPONSIBILITIES OF COMEDKARES

As the new NEP 2020 structure has emphasized on experiential learning rather than rote learning, it is imperative to look into courses that focus on unleashing creative potential of youth demography. With this objective, ComedKares has taken below responsibilities,

- a. Design, develop and deliver the structured programs/courses in an effective way to the students.
- b. To nurture the competitiveness of the students through experiential and hands-on learning thereby enhancing the employability of the youth.
- c. To maintain and record data of the students, such as, the attendance, assignments, completion of training modules, certificates, project report, internship/ workshop/ webinars/ events attended, evaluation and the details of the trainer/ experts; submitted to Institution for official records.
- d. To enhance the skill of the students by exposing them to various opportunities available in the industry and community.
- e. To provide the certificates to the enrolled students, who complete the program with required criteria.
- f. Resolve/ Guide the students on technical/ non-technical issues faced during the project execution.
- g. Conduct industry webinar/ talks, hackathons, workshops, etc., at the respective innovation hub for the students.
- Based on the merit, Comedkares would assist conversion of ideas to prototypes of students who have undergone training by Comedkares.
- i. Providing access to the best resources in the community and industry for the student innovators to build prototypes for the right ecosystem partner.

This in turn increases the innovation index of the institution – number of ideas built, business pitch submitted, processes shared with partnering colleges to build their research and innovation vertical – which will help them to enhance their NIRF, ARIIA ranking and also adhere to the NBA requirements.

## 4. RESPONSIBILITIES OF Atria Institute of Technology

- To bring to the notice of all students in the institution about the offerings of ComedKares.
- b. To provide infrastructure support at your institution to conduct events and activities.
- c. Motivate and encourage the students to take up the program/ course/ workshop/ webinars/ hackathons conducted by ComedKares.
- d. To actively take part in the outreach/ discussion meets/ gatherings activities conducted by ComedKares for the institution.
- e. Quarterly feedback on the improvements shown by the students through ComedKares program for the mutual benefits of the parties.
- f. To provide a Single Point of Contact who will be responsible for supporting the ComedKares team for smooth functioning. All reporting to the institution will be done through the Single Point of Contact.

## 5. COMMERCIALS

- a. **Atria Institute of Technology** will pay from fees collected from the students enrolled for the ComedKares program on the agreed terms and will be limited to the amount approved for each program.
- b. The office of the Principal/ Finance officer will verify the bill submitted by ComedKares and make the payment on or before the commencement of the program modules
- c. Any change in the mode of payment, need to be mutually discussed prior and agreed upon by both the Parties.

## 6. NO OBJECTION

Either parties are free to sign MoUs with multiple Companies, Government organizations and Educational Institutions and ComedKares and Atria Institute of Technology will have no obligations towards the same.

The Agreement shall be subject to jurisdiction of the courts at Bengaluru.

## 7. CONFIDENTIALITY

- a. During and for a period of 3 years, both the Parties shall keep confidential all knowledge, information they acquire during their association. Such communication, information that is desired by the party sending the information to be kept confidential, shall inform the confidential nature of such information to the receiving party. Confidential information includes, without limiting the generality of the foregoing, information relating to intellectual property like, courses offered, design of the courses, contents of the tutorials, webcasts, and pod-casts, details regarding the fee payable, and/ or such other information to which the Institute may have access in the course of the association and terms of agreement which forms as part of this agreement.
- 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.

### 8. 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 agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 9. 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 Research Agreement, Confidentiality clause as referenced in

clause 7 above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

### 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.

The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper, marketing collaterals is allowed with prior permission by either party.

### 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. 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.

The above agreement is made initially for 3 years from the current academic year 2022-23 to 2024-25. The same can be reviewed on completion of 3 years of collaboration, mutually and continued further.

On behalf of

COMEDK

Name : Dr. S. Kumar

Title : Executive Secretary

Date : 07 December, 2022

Sign

On behalf of

Atria Institute of Technology

Name : Dr. T. N. Sreenivasa

Title : Principal

Date : 07 December, 2022

Sign

Atria Institute of Technology Anandanagar, Bengaluru-24

Witness:

: SUJAY SHETTY

: OUTREACH OFFICER Title

: 07/12/2022 Date

Sign

: Dr. Nalinakshi. N Name

Title

Date

: PROG. & HEAD, BSE&H. : 07/12/2022 : Malin/2022 Sign

