

**Memorandum of Understanding (MoU)
For Institute-Industry Interaction**

Between

New Horizon College of Engineering, Bengaluru

And

Quest Global Engineering Services Pvt Ltd

With respect to

**Establishing Industrial Internet of Things (IIoT) Centre of Excellence
At New Horizon College of Engineering**

New Horizon College of Engineering
Outer Ring Road, Bellandur Post
Bangalore-560103, INDIA

Quest Global Engineering Services Pvt Ltd
PRIMROSE 7B, Embassy Tech
Village, Sarjapura, Marathahalli
Outer Ring Road, Devarabeesana
Halli, Varthur Hobli, Bangalore -
560103

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New Horizon College of Engineering, a unit of New Horizon Educational and Cultural Trust (NHECT), is an autonomous college, affiliated to Visvesvaraya Technological University (VTU), Belgaum and approved by All India Council for Technical Education (AICTE), Ministry of Human Resources Development, Government of India.

QuEST Global Engineering Services Private Limited having its corporate office in Singapore provides Engineering solutions to customers in Aerospace, Transportation, Automobile etc., sectors.

This MoU made and entered into this 6th day of March 2018, by and between New Horizon College of Engineering (NHCE) and **QuEST Global Engineering Services Private Limited** (QuEST Global India) is for Establishing **Industrial Internet of Things (IIoT)** Centre of Excellence at New Horizon College of Engineering under the terms contained in this agreement.

The MoU is made under the following terms:

1. NHCE will invest on establishing IIoT Centre of Excellence at its campus as per the proposal submitted by Quest Global. The investment includes about 2000 Sq Ft built-up area for the IIoT Lab. and Hardware as per Quest Global India's recommendations.
2. QUEST GLOBAL INDIA will provide technical assistance to design IIoT syllabus and train NHCE's faculties for delivering sessions to students.
3. NHCE will provide talent pool of students at the beginning of 4th semester engineering for screening and training students on IIoT from 4th Semester onwards.
4. QUEST GLOBAL INDIA provides engineers who are specialized in IIoT area for training faculties and first batch of students at NHCE.
5. Any dispute arising out of this agreement is mutually agreed to settle through Bangalore jurisdiction courts only.

Responsibilities of NHCE:

1. NHCE will provide talent pool at the beginning of 4th semester for screening in IIoT training.
2. NHCE will provide minimum 6 faculties for Faculty Skill Enablement on IIoT. These faculties will undergo training as part of 1st batch of students training at NHCE itself.
3. NHCE will invest on Lab set up, about 2000 Sq Ft built up space and hardware requirements as per Quest Global proposal.

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4. NHCE will extend first access privilege for selection of students who are trained on IIoT to QUEST GLOBAL INDIA.

Responsibilities of QUEST GLOBAL INDIA:

1. QuEST GLOBAL INDIA will provide technical support for establishing IIoT Centre of Excellence at NHCE.
2. QuEST GLOBAL INDIA will provide two trainers to train first batch of 30 students and 6 faculties at NHCE campus.

QuEST GLOBAL INDIA will recruit IIoT trained engineering graduates at the beginning of their 7th semester successful completion of IIoT course and qualifies the eligibility criteria and evaluation process of QuEST GLOBAL INDIA.

3. QuEST GLOBAL INDIA provides project and internship assistance to students enrolled for IIoT course.

TERM:

This MoU shall be effective from the Effective Date mentioned above and shall continue for a valid period of two (02) year until unless terminated upon Thirty (30) days prior written notice by QuEST GLOBAL INDIA. This MoU is open to mutual revision and renewals by written consent of both the Parties.

PAYMENT AND COMPENSATION:

Both the parties hereby agree and warrant that the purpose of this MoU is to train students only. There is no commercial involved in this transaction. Neither party shall be liable to pay and/or can claim for payment or compensation under this MoU for this transaction.

PUBLIC ANNOUNCEMENTS:

Both the Parties to this MOU agree that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this MoU and/or proposed business arrangement.

INTELLECTUAL PROPRIETARY RIGHTS:

- i. The proprietary rights in relation to the materials provided to NHCE shall vest with QuEST GLOBAL INDIA; however NHCE shall have the right to use the course material exclusively in accordance to the terms of this MoU.

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ii. QuEST GLOBAL INDIA is the owner of all the intellectual proprietary rights with regard to the training materials thus developed (teacher & the taught), and neither this MoU nor the training material shall directly or indirectly create any right, title or interest therein to NHCE.

iii. NHCE acknowledges and agrees that, QuEST GLOBAL INDIA owns all rights, title/s and interest in and to QuEST's training material/s, including, without limitation, all intellectual property rights and goodwill therein. NHCE will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training material.

CONFIDENTIALITY:

The parties agree and acknowledge regarding the obligations towards Confidential Information that, they shall follow as per the provisions stipulated under the Non-Disclosure Agreement entered into by the Parties which shall form an integral part of this MoU.

RESPONSIBILITY/INDEMNIFICATION:

1.1 Both the Parties hereby undertake to indemnify and hold harmless each other against all claims, losses, damages, liabilities or expenses (including attorney's fees) that may be suffered or incurred by each other by virtue of any act of omission or commission by the other while performing its duties and obligations under this Agreement.

1.2 However, in no event shall the Parties be responsible for each Other Party for any indirect, special, incidental, or consequential damages such as depletion in goodwill, economic loss or loss of profits, either in contract or tort, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

NOTICES:

Any notice from one Party to the other shall be deemed given when delivered to, by first class certified mail, return receipt requested, the person at the address listed below or to such other person and/or address as may be designated from time to time in writing:

If to QuEST:

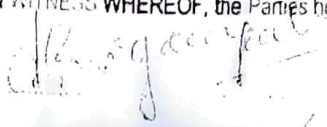
Company Secretary,
Legal Department,
Primrose 7B, Embassy Tech Village,
Sarjapura, Marathahalli Outer Ring Road,
Devarabeesana Halli, Varthur Hobli,
Bangalore - 560103
Ph: +91-80-67090000;
Email: legal@quest-global.com

If to NHCE:

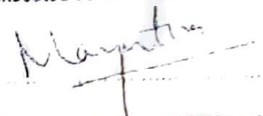
Designation: Principal
Address: New Horizon College of
Engineering, Ring Road, Bellandur
Post, Bangalore - 560103
Ph: 080-66297777
Fax: 080-28440770
Email: principal@newhorizonindia.edu

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IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed as of the date indicated above.


Quest Global Engineering Services Pvt Ltd

NAME: Shamashad Begum
TITLE: Authorized Signatory


New Horizon College of Engineering

NAME: Dr. MANJUNATHA
TITLE: Principal
New Horizon College of Engineering
Bangalore



AGREEMENT

This Agreement for establishing training in CAD/CAM/CAE Center ("Agreement") is made on this, the 1st January, 2018 ("Effective Date")

BETWEEN

QuEST Global Engineering Services Private Limited, a company having its principal place of business at Pimrose Building 7B, Wing A, Embassy Tech Village, Outer ring Road, Devarabeesanahalli, Varthur Hobli, Bangalore East Taluk, Bangalore - 560 103, represented by its Authorised Representative, Shamashad Begum (hereinafter referred to as "QuEST" which expression shall unless repugnant to the subject or context thereof include its successors' and assigns) of the One Part

AND

New Horizon College of Engineering (NHCE), Ring Road, Kadubisanahalli, Bellandur Post Near Marathalli, Bangalore 560 103 Karnataka, India represented by its Authorized Representative Dr. Manjunatha (hereinafter referred to as "NHCE" which expression shall unless repugnant to the subject or context thereof include its successors and assigns) of the other part.

Hereinafter QuEST and NHCE are individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, QuEST is in the business of Engineering and Manufacturing Services and Global Product Development Solutions and employs highly skilled engineers on its rolls in the areas of CAD/CAM or CAE for the said business.

AND WHEREAS, NHCE is an Engineering and Technical Educational Institution, affiliated to VTU University, approved by All India Council for - Technical Education and is engaged in imparting technical education to students from Engineering Background and guiding them to attain Bachelors, Masters or Doctorate Degrees in Engineering.

AND WHEREAS, NHCE is interested in jointly establishing a state of the art training center and finishing school in the field of CAD/CAM/CAE called as 'NHCE- QuEST CADAM' (Center for Advanced Design and Manufacturing) in Bengaluru and in such other locations as may be mutually agreed upon by the Parties from time to time.

AND WHEREAS, QuEST has evinced interest in the above scheme of NHCE involving Training and recruiting the students from NHCE along with other engineering students of VTU University.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. QuEST on its part would provide the following with the required cooperation by NHCE:

- 1.1 Course Materials for the respective Software to be taught and pedagogy of training;
- 1.2 Contemporary technical exposure to industry expectations from academia;
- 1.3 Required number of Technical faculty as trainers and their remuneration;
- 1.4 Coordinate with NHCE for installing and configuring the legal licenses of respective software;
- 1.5 Extending QuEST's engineering services and R&D services to the interested industries referred by NHCE;
- 1.6 Product development projects, research and development will be undertaken in this center.
- 1.7 Training center will offer internship programs where in individual would work on projects.
- 1.8 Upon completion of various course/programmes formulated by the Centre, issue, Joint Certification by NHCE-QuEST CADAM;
- 1.9 Train as feasible, NHCE nominated faculty. The modus operandus of faculty training is to be detailed and directed consultatively, by NHCE and QuEST; and
- 1.10 The right to review and audit the conduct of training sessions primarily for feedback with respect to-
 - 1.10.1 The quality of training sessions;
 - 1.10.2 Amendments to program design; and
 - 1.10.3 The number of students undergoing the program (tracking process in place).
- 1.11 The HR team from QuEST will be visiting New Horizon College of Engineering for recruitments of students.

2. NHCE on its part would provide the following:

- 2.1 Personal Computers or Workstations of configuration sufficient to support CAD, CAM and CAE software;
- 2.2 Subject to number of software and licenses available with NHCE, deploy ANSYS, Auto desk products, CATIA and solid Edge software licenses along with all other products or tools required as may be mutually agreed by the Parties from time to time;
- 2.3 Power backup;
- 2.4 Furniture and security;

- 2.5 To bear all electricity charges, taxes including municipal or local levies, fees, cess, and charges including ground rent property tax and any penalties etc. by whatever name called as may become due and payable under the local, state and / or central laws, rules and/or regulations as may be prevalent and as amended from time to time. QuEST shall not be responsible or liable for collection and/or payment of the same in part or full;
- 2.6 Use QuEST's material under this Agreement solely for the purpose of providing knowledge to the nominated faculty with the latest and relevant information, and NHCE undertakes not to use the same for any other commercial purposes;
- 2.7 To provide any other assistance as may be required from time to time to further the promotion or the management of the program concerned;
- 2.8 Periodically holding various advisory and expert committee meetings in connection with the planning and development of the program;
- 2.9 Negotiate and sign contracts with the agencies concerned, for the licensed use of software tools and training infrastructure and to meet all costs thereof;
- 2.10 Use or arrange audio visual and online media for the promotion of the course;
- 2.11 Arrange 'College' campaigns to promote the program;
- 2.12 Identify a panel of teachers/faculty to collaborate with QuEST in curriculum, courseware and assessment upgradation and for the conduct of the training for students;
- 2.13 Identify the fee structure of the course/s, collect the fees and meet all expenses for the total organizational and end-to-end administration of the requisite course/s; and
- 2.14 To be jointly responsible with QuEST for the security and back-up of all material (hard copy & online).
- 2.15 NHCE will support in providing the facility to QuEST in case there is a need for infrastructure related to training/ hiring process. This will be mutually discussed and agreed upon.

3. JOINT RESPONSIBILITY:

- 3.1 Promotion of the course/program shall be the joint responsibility of QuEST and NHCE. The form of advertisement and all promotional material shall be jointly agreed upon and cleared before usage.
- 3.2 A joint committee may be formed to oversee the course and its assessments to ensure it meets the agreed standards of the Parties concerned (QuEST & NHCE).
- 3.3 An advisory board will be set-up and the member of the board will be chosen by the head of URDC and the Principal of NHCE. Advisory board will meet on regular intervals to review and guide the activities

in CADAM

- 3.4 Any ad-hoc or promotional expenses shall be borne by both the Parties with the prior mutual written consent.

4. TERM:

This Agreement shall be effective from the Effective Date mentioned above and shall continue for a valid period of two (2) years until 31st December 2019 unless terminated upon 3 months' (90 days) prior written notice by either of the Parties. This Agreement is open to mutual revision and renewals by written consent of both the Parties.

5. COMPENSATION:

The revenue sharing between NHCE and QuEST shall be at the ratio of 60:40 on every amount collected as fees from the students i.e., NHCE shall be eligible to claim 60% and QuEST shall be eligible to claim 40% of the fees paid by each individual student. NHCE's staff shall be responsible for the collection of fees by the CADAM trainees or students.

NHCE shall pay QuEST on a quarterly basis at the above-mentioned ratio of 40%

- The training fees shall be Rs. 5,000 per course for NHCE's students and QuEST nominees. And Rs. 6,000 per course for external registrations.
- Fees sharing shall happen at the rate of 60% to NHCE and 40% to QuEST after deducting the sundry expenses including computer consumables, paper, stationery, printer inks, room cleaning consumables, and administration of fees collection. Average of such monthly cost shall not exceed Rs. 3,500 per month.
- QuEST shall have a right to deploy its employees/campus trainee to get trained at CADAM Center at rate of Rs. 1,000 per employee for the complete course.

NHCE shall pay the said amount within 100 days' period from the date of its collection to QuEST, failing which; NHCE is required to pay interest at the rate of 1% per month towards finance charges on the remaining amount. Both the Parties shall be liable to pay all applicable taxes as an individual party.

6. RESPONSIBILITY/INDEMNIFICATION:

- 6.1 Both the Parties hereby undertake to indemnify and hold harmless each other against all claims, losses, damages, liabilities or expenses (including attorney's fees) that may be suffered or incurred by each other by virtue of any act of omission or commission by the other while performing its duties and obligations under this Agreement.

- 6.2 However, in no event shall the Parties be responsible for each Other Party for any indirect, special, incidental, or consequential damages such as depletion in goodwill, economic loss or loss of profits, either in contract or tort, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

7. PUBLIC ANNOUNCEMENTS:

Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

8. GOVERNING LAW AND LANGUAGE:

This Agreement shall be governed by and construed in accordance with the laws of Republic of India and where applicable by laws of the State of Karnataka. Language to be used for and in connection with notices, amendments, information, manuals, descriptions and other documentation to be furnished under this Agreement shall be in English. Any dispute arising out of or in relation to this Agreement, shall be referred for arbitration, whose decision shall be final and binding upon all parties hereto and such references shall be deemed to be submission to arbitration under and conciliation and 1996. The venue of arbitration shall be at Bangalore.

9. INTELLECTUAL PROPRIETARY RIGHTS:

- 9.1 Both the Parties hereby agree and warrant that QuEST shall be the owner of all intellectual property rights created, in any materials and/or form, by students, NHCE, and/or QuEST, in connection with this Agreement, and such rights shall vest with QuEST; however NHCE shall have the right to use the course material exclusively in accordance to the terms of this Agreement.
- 9.2 QuEST is the owner of all the intellectual proprietary rights with regard to the training materials thus developed (teacher & the taught), and neither this Agreement nor the training material shall directly or indirectly create any right, title or interest therein to NHCE.
- 9.3 NHCE acknowledges and agrees that, QuEST owns all rights, title/s and interest in and to QuEST's training material/s, including, without limitation, all intellectual property rights and goodwill therein. NHCE will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training

material.

- 9.4 If NHCE Faculty and/or any other associated NHCE member/s invent intellectual property right, their name shall be cited in the list of Inventors.
- 9.5 With the prior written approval of QuEST, NHCE Faculty can publish the findings/paper of a QUEST Initiated Project/s in full or partially in Indexed Journals.

10. NOTICES:

Any notice from one Party to the other shall be deemed given when delivered to, by first class certified mail, return receipt requested, the person at the address listed below or to such other person and/or address as may be designated from time to time in writing:

If to QuEST:

Company Secretary,
Legal Department,
Primrose 7B ,
Embassy Tech Village,
Sarjapura, Marathahalli Outer
Ring Road, Devarabeesana Halli,
Varthur Hobli, Bangalore - 560103
Ph: +91-80-67090000;
Email: legal@quest-global.com

If to NHCE:

Designation: PRINCIPAL
Address: NHCE- Ring Road,
Kadubisanahalli, Bellandur Post,
near Marathalli, Bangalore - 560 103
Ph: 080 -66297777
Fax: 080 - 28440770
Email: hod_mee@newhorizonindia.edu

11. SEVERABILITY:

The invalidity or illegality of any provision, term, or agreement contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.

12. ENTIRE AGREEMENT:

This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter hereof and there are no representations or understandings between the Parties except as provided herein. This Agreement may not be amended or modified in any way except by a written amendment to this Agreement duly executed by the Parties.

13. WAIVER:



No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of any other breach or default under any provision of this Agreement. The waiver by any party of a breach of any provisions of this Agreement shall not be taken or held to be a waiver of any subsequent breach.

14. HEADINGS:

The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

15. DISCLAIMER OF WARRANTIES:

QuEST does not make any representation or warranty regarding the accuracy, completeness or freedom from defects of the information disclosed to NHCE.

16. CO-OPERATION CLAUSE:

Both the Parties agree to co-operate with each other in the event co-operation is needed by both the Parties to fulfill the terms of this Agreement or to co-operate with each other in any event in order to comply with local laws, licensing, customs, rules, and procedures. In the event of a dispute or litigation claim or complaint, the parties shall co-operate with the investigation of a claim including giving notice of the claim, securing evidence, attending the trial and making full, fair, complete and truthful disclosures of the known facts when called upon to do so.

17. CONFIDENTIALITY:

The Parties agree and acknowledge regarding the obligations towards Confidential Information that, they shall follow as per the provisions stipulated under the Non-Disclosure Agreement entered into by the Parties dated 1st August 2016 which shall form an integral part of this Agreement.

18. INDEPENDENT RELATIONSHIP:

The relationship of NHCE with QuEST shall be independent and nothing in this Agreement shall be construed as creating any other relationship. NHCE's personnel or employees (and of its permitted sub-consultants/sub-contractors, if any) shall in no sense be considered as employees or agents of QuEST, nor shall they be entitled to or eligible by reason of the contractual relationship created by this Agreement, to participate in any benefits or privileges given or extended by QuEST to its employees. Specifically, this Agreement shall not be construed in any manner to be an

obligation to enter into a contract, nor shall it result in claim for reimbursement of costs. Neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party except as per the terms with this Agreement. Nothing herein shall obligate any of the Parties to proceed with any transaction with the other Party, and Parties reserves the right to terminate the discussions contemplated by this Agreement concerning the business opportunity.

19. ASSIGNMENT:

Neither Party may assign the rights and obligations of this Agreement to any other Party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

20. NON-COMPETE AND NON-SOLICITATION:

Either of the Parties agrees that, during the term of this Agreement, and for a period of two years thereafter, will not hire, directly or indirectly, solicit for employment or retention as an independent contractor, any Employee of the other Party Companies/Affiliates, covered under this Agreement. Breach of this clause causes irreparable damages to the non-defaulting Party and hence such a Party shall be entitled for Rs. 50,000 as liquidated damages.

The Parties agree that the same is the reasonable estimate of the loss that the non-breaching Party would incur in the event of a breach of this condition.

21. MODIFICATION:

This Agreement may not be superseded, amended, or modified except by written agreement between the Parties, and signed by a duly authorized official/representative of each of the Parties.

22. NO LICENSE:

Nothing herein shall be construed as a grant by QuEST to NHCE of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.

23. FURTHER ASSURANCES:

Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things in connection with this Agreement that the other Party may reasonably require for the purposes of giving effect to this Agreement.



24. COUNTERPARTS:

This Agreement may be executed in Two (2) numbers of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

For QuEST

Signature: *Shamashad Begum*

NAME: Shamashad Begum
TITLE: Authorized Signatory

For New Horizon College of Engineering

Signature: *Dr. Manjunatha*

NAME: Dr. Manjunatha
TITLE: PRINCIPAL