



KG College of Arts and Science
Affiliated to Bharathiar University
Accredited by NAAC
ISO 9001:2015 Certified Institution
KGiSL Campus, Saravanampatti, Coimbatore-641007

Criterion 3: Research, Innovation and Extension

Key Indicator 3.5 : Collaboration

Supporting Documents - E-copies of the MoUs and Collaborations

Academic Year 2018-19

Selvan Associates


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தமிழ்நாடு
எண் 1042/
17.7.2018
K.G. College of Arts & Science Coi.

AZ 204363

Department Commerce with Professional Accounting
KG College of Arts & Science
Saravanampatti, Coimbatore
and
Mr. S. Selvan CA., B.Se., F.C.A.
Chartered Accountant, Office at
3, Sabari Street, Tirupur

Both the parties have entered MoU this Day on 25th September 2018 and

WHEREAS BOTH THE PARTIES HAVE DESIRED TO REDUCE INTO WRITING MoU WITH THEIR MUTUAL RIGHTS AND RESPONSIBILITIES AS DETAILED BELOW:

1. As the students of Commerce with Professional Accounting are provided job training in the third year of their course, the second party (Chartered Accountant) may take one or two students of the first party (KG College) to impart audit training at his/her office for a period of 30 days during summer vacation (third week of April to first week of June of every year).

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2. The second party may deliver guest lecture to enrich the knowledge of students of College at the request of Dept. of Commerce with Professional Accounting of the first party in connection with recent developments in accounting, auditing and taxation. The first party shall pay the permissible honorarium to the second party. The Dept. of Commerce with Professional Accounting of the first party may utilize the services of the second party while organizing the workshop / seminar / conference / symposium based on the convenience available to the second party.

3. The second party may provide employment opportunities, in case any vacancy arises, to the interested students of the first party to work as audit assistants in his/her office as mutually agreed salary. The second party may also provide an opportunity to the deserved students of college for carrying Article ship as per the guidelines prescribed by the ICAI.

4. The second party may permit the students of the Dept. of Commerce with Professional Accounting of the first party to visit the office of the second party and to witness the e-filing procedure and other audit procedure followed by the second party without affecting the secrecy of the clients of second party.

5. The first party may utilize the services of the second party with the permissible honorarium in the process of commerce curriculum development and evaluation programme in case the time permits to the second party.

6. If the first party requires the other services relating to evaluation of examination papers, to act as observer and the like, the second party may render such services based on the request of first party. The first party shall pay the permissible honorarium to the second party.

7. The MoU will be operational for a period of 3 years and the same will be renewed further as mutually agreed between both the parties. There will not be any financial commitment on the part of either party on account of this MoU. The MoU can be terminated through mutual consent giving 3 months advance notice on either side.

8. **DISCLAIMER:** All the clauses mentioned above are only support service to the student and hence such all clauses does not connect to/relate to the ICAI, New Delhi and its all branches.

IN WITNESS HEREOF THE PARTIES HEREIN SIGNED ON THE DATE ABOVE MENTIONED


Mr. S. Selvan CA., B.Sc., F.C.A.
Chartered Accountant


Dr. Ashok Bakthavathsalam
Managing Trustee,
KG College of Arts & Science
KGISL Campus, Saravanampatty
Coimbatore - 641 035.

Witness:



Head, Dept. of Commerce with Professional Accounting

2

Tholkappiyar Peravai

KGCAJ KG COLLEGE OF ARTS AND SCIENCE
(Managed by *KGJSL* Trust)
(Affiliated to Bharathiar University)

365, KGJSL Campus, Thudiyalur Road, Saravanampatti, Coimbatore - 641 035 INDIA
Phone : 91 (422) 441 9999, Fax : 91 (422) 266 8325 E-mail : info@kcgcas.ac.in Website : www.kcgcas.ac.in

புரிந்துணர்வு ஒப்பந்தம்

கேஜி கலை மற்றும் அறிவியல் கல்லூரி தமிழ்த்துறை மற்றும் தொல்காப்பியர் பேரவை (அரசுபதிவு எண் 110/2018) முத்தம்மாள் நிலையம் 79 (1) பூலுவட்டி, கோயம்புத்தூர், தமிழ்நாடு - 641101

மாணவர்களின் படைப்பிலக்கியம், தமிழ் மொழித்திறனை மேம்படுத்தும் நோக்கில் 2018-19 கல்வியாண்டு முதல் கோவை தொல்காப்பியர் பேரவையுடன் இணைந்து இலக்கணப் பயிற்சிகளான நிகழ்வுகளை நடத்துவது என்று, இப்புரிந்துணர்வு ஒப்பந்தம் மேற்கொள்ளப்படுகின்றது.

நோக்கம்:

1. கல்லூரியில் பயிலும் மாணவர்கள் மொழிப்பாடத்தில் உரிய கவனம் இல்லாமல் இருப்பதினால் தமிழ் மொழியில் பேசும் பொழுதும் எழுதும் பொழுதும் பல்வேறு பிழைகளுடன் தங்களை வெளிப்படுத்துகின்றனர். இத்தகு பிழைகள் இல்லாமல் தமிழ் மொழியில் மாணவர்களின் திறன் மேம்படவேண்டும் என்ற நோக்குடன் எம் கல்லூரி செயல்பட விரும்புகின்றது.
2. கல்வி கற்பதின் நோக்கம், அறிவு பெருக்கம் மற்றும் சமூக நல்லினக்கம். அவ்வகையில் மாணவர்களை தமிழர்களின் தொன்மையான வரலாற்றையும் பண்பாட்டு வளத்தையும் அறிந்து கொள்ள துணை செய்வது சங்க இலக்கியங்கள், சங்க இலக்கியங்களைப் படிக்கத் துணையாவது தொல்காப்பியம் எனவே

மாணவர்கள் தொல்காப்பியம் குறித்து அடிப்படையான செய்திகளைத் தெரிந்து கொள்ளவேண்டும். அதற்கான பயிற்சி மற்றும் தொல்காப்பியத்தின் சிறப்புகளை துறை சார்ந்த அறிஞர் பெருமக்கள் நிறைந்துள்ள தொல்காப்பியர் பேரவையைக் கொண்டு மாணவர்களுக்கு எளிமையாக விளங்கச் செய்வதற்காக எம் கல்லூரித் தமிழ்த்துறை கோவை தொல்காப்பிப் பேரவையுடன் புரிந்துணர்வு ஒப்பந்தம் செய்து கொண்டு செயல்படுகின்றது.

3. தாய்மொழிக் கல்வியின் முதன்மை தொல்காப்பியத்தின் இன்றியமையாமை மற்றும் அதன் தேவை என்ன என்பதை மாணவர்களுக்கு உணர்த்துவதே புரிந்துணர்வு ஒப்பந்தத்தின் முதல் பணியாகும்.

நிகழ்வுகள் மற்றும் செயல்பாடுகள்

- தொல்காப்பியப் பேரவையுடன் இணைந்து தாய்மொழி நாள், தொல்காப்பியர் நாள் ஆகியவற்றை சிறப்பாகக் கொண்டாடுதல்.
- மரபுக் கவிதை, புதுக்கவிதை, ஹைக்கூ கவிதை போன்றவற்றில் மாணவர்களை ஊக்கப்படுத்துதல். கவிதைப் போட்டிகள் நடத்தி பரிசளித்தல். பிற கல்லூரிப் போட்டிகளுக்கு பயிற்சி கொடுத்தல்.
- தொல்காப்பியத்தின் சிறப்பை மாணவர்கள் அறிந்து கொள்ளவும் பிழையின்றி தாய்மொழியை எழுத வேண்டும்

என்ற நோக்கத்தின் அடிப்படையில் கட்டுரைப் போட்டிகள் நடத்துதல்.

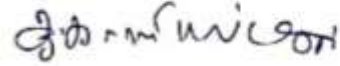
- மாணவர்கள் தொல்காப்பிய இலக்கண விதிகளை அறிந்து கொண்டு பயனடையும் வகையில் வினாடி வினா போட்டி நடத்துதல்.
- மாணவர்களை ஊக்கப்படுத்தும் வகையில் இலக்கண ஆய்வறிஞர்களை அழைத்துச் செற்பொழிவுகள் நடத்துதல்



முதல்வர்

PRINCIPAL

KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035.



தொல்காப்பியர் பேரவை
(தலைவர்)

தொல்காப்பியச் செம்மல்
புலவர். ஆ.காளியப்பன்
முத்தம்மாள் நிலையம்,
79(1), பூலுவபட்டி (அஞ்சல்),
ஆனாந்தலறை வழி,
கோயமுத்தூர்-641101.
அலைபேசி: 9788552993

Forge**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is made on July 5, 2018

BETWEEN

KG ISL Trust, having its Registered Office at Saravanampatty, Coimbatore, Tamil Nadu 641035 and represented by **Mr.Ashok Bakthavathsalam**, **Managing Trustee**, (hereinafter referred to as **FORGE Partner Institution**) and include its executors, administrators, authorised persons and assigns of the First Part:

AND

Coimbatore Innovation and Business Incubator (CIBI), a Section-25 Company registered under the Companies Act, 1956 and having the Registered office at: #3, Athipalayam Road, Chinnavedampatti, Coimbatore 641 049 (hereinafter referred to as **FORGE**) represented by its **Chief Executive Officer, Vishwanathan Sahasranamam**.

CIBI is a not-for-profit Company, promoted by the Ramanandha Adigalar Foundation, which was established by the late Dr. N. Mahalingam, Founder Chairman of the Sakthi Business Conglomerate, and hosted by the Kumaraguru College of Technology, Coimbatore. CIBI is a Technology Business Incubator (TBI), supported and catalysed by the Department of Science & Technology, Govt. of India under the NSTEDB scheme.

CIBI at its core aims to make young minds aspire to a career as innovators and entrepreneurs – enable and empower them with infrastructure, skills, ecosystem support, market access, capital and other resources necessary and critical to their journey and success. As the world embraces technology and startups run by youth across the globe are challenging the economic order, CIBI aims to empower the youth of India to pursue high-technology intensive innovation and innovation led entrepreneurship.

CIBI shall build competencies & capabilities through programs, partners, and people in the strategic areas of Innovation Labs, Technology & Product Incubators, Business Accelerators, Sector Incubators, Startup Grant, and Seed Fund.

FORGE, the incubation enterprise launched by the Coimbatore Innovation & Business Incubator (CIBI), was founded with the vision to foster the emergence of innovation powered enterprises that integrate technology efficiency (powered by the tech & tools covering connected devices, intelligent machines, advanced computing, artificial intelligence, factory automation & industrial robotics, data sciences & analytics, and digital business) with the timeless business potential of several sectors to create innovation led high growth enterprises. **FORGE** is envisioned as a holistic incubation enterprise offering innovation, incubation, acceleration, and investment services to transform innovative ideas into successful enterprises with potential for growth, impacts and profits.

FORGE Partner Institution is an institution of higher education with expressed intent to partner with **FORGE** in joining hands to bring high quality student innovation and entrepreneurship services to the students and educators offered by **FORGE** through the **FORGE.FELLOWS** program, described in the Annexure 1 subject to mutually accepted terms and conditions described in Annexures 2,3,4 & 5.

For FORGE Partner

Managing Trustee, KG ISL Trust

For FORGE

Chief Executive Officer, FORGE



ANNEXURE #1

PROGRAM RATIONALE & OVERVIEW

STUDENT INNOVATION & STARTUPS GAINING POLICY LEVEL SIGNIFICANCE

Fostering technology oriented innovation and innovation driven entrepreneurship especially among the young minds of India - the students, graduates and researchers involved in different streams of higher technical and scientific education, to enable and empower them to apply technology to solve the country's most pressing problems, is without doubt the best way to build a brighter future for a self-sufficient and globally competitive India.

AICTE has ushered in an era of unprecedented policy changes paving way for transforming the technical and engineering education in India. Among the many break-through changes, the most progressive has been the recognition of Innovation and Entrepreneurship as being not only primary outcomes of engineering and technical education but also pivotal elements for integrating experiential learning into the core of the curriculum and pedagogy.

From Rajasthan to Assam, states are racing against each other to make their own startup policies most creative, comprehensive, and attractive for multiple stakeholders involved in the startup ecosystem in India and also overseas. All of these state policies have recognised the importance of creating a favourable environment for catalysing and scaling up innovation and startup activity within the students in higher education across a diverse set of streams. From setting up incubators to offering grants-in-aid to support innovation and prototyping activities, and from funding national level hackathons to organising large scale programs to offer startup seed capital, the action and dynamism at the policy making level is ever increasing.

However beyond policy announcements, large scale events, high amount of funds spent on programs, not much has been achieved in terms of capacity building and competencies development in the institutions to create the resources required to effectively execute and achieve the results and outcomes envisioned by the policy. Take for instance the Smart India Hackathon 2017 organised by AICTE at a national level where over 10000 students in 25 different locations participated and around 60 winning teams were selected for next level of grant support from the partnering state governments, central ministries and government departments. Only very few of the winning student teams managed to make any progress post, and it was purely their own effort amidst managing their academic studies, mandates, and expectations.

OUR EXPERIENCE CATALYSING STUDENT INNOVATIONS IN TAMIL NADU

In 2017, FORGE in partnership with **Entrepreneurship Development & Innovation Institute, Tamil Nadu (EDII)**, organised the state level program **Tamil Nadu Student Innovators** with the mission to discover, nurture, and fund innovative ideas from students that have the potential to become innovative products and successful enterprises.

Over 7500 students from 150+ institutions in 15 cities in Tamil Nadu submitted over 1000+ innovative ideas from which the Top 100 ideas were selected for a rigorous process of mentoring and guidance aimed at



enabling the students to achieve success with their ideas. The problems statements selected by the students covered a broad spectrum of sectors, and when solved effectively and in the most durable, reliable and affordable manner shall bring about massive social impact and deliver strong economic gains too.

Our mission in FORGE is to ensure that these students are given the most critical support required to transform their ideas into full-fledged solutions, that are deployed, adopted and used on a permanent basis by the respective beneficiaries. In that process we are also seeding the next generation of enterprises – technology powered and innovation led with the potential to create jobs, generate wealth, earn profit, and scale up to increase their footprint of socioeconomic change and impact.

But the reality is that we have managed to achieve only limited progress and outcomes in terms of converting these ideas into products and companies. The single biggest obstacle hindering students is the very limited time they get to devote to the prototyping activity. But more importantly there is the lack of well-defined incentives such as academic grades and credits, attached to the innovation and prototyping activity.

How do we make this dream of student innovators becoming entrepreneurs a reality?

How do we avoid losing the strong force of passion they have demonstrated?

How do we support these students and catalyse their innovation/startup pursuits during their higher technical education?

How do we get them to master the rapidly advancing technologies?

NEED FOR SKILLS

Today engineering students have the option to choose from multiple career options post graduation viz. a post graduate technical, science or management degree, employment in top enterprises in their core sectors or in the ubiquitous IT sector, pursue a career in research, or explore tech based innovation and startup pursuits.

Although learning purely through the academic process is quite sufficient to enable their entry and success in these careers, only very few students are truly motivated to make full and effective use of the significantly classroom and limitedly lab based model. It is their own efforts beyond the classroom and lab that enhances the overall learning experience and the gaining of knowledge and skills.

The majority of the students don't find this model interesting and even for those few who do engage more the model presents very limited opportunities for learning experientially, and this significantly reduces the extent of skills imparted to students. Currently students voluntarily or under the guidance of the institution through co-curricular and extra-curricular courses/programs look to fill gaps in their skills but this is at best a quick-fix and not leading to in-depth understanding of concepts and in the development of critical competencies.

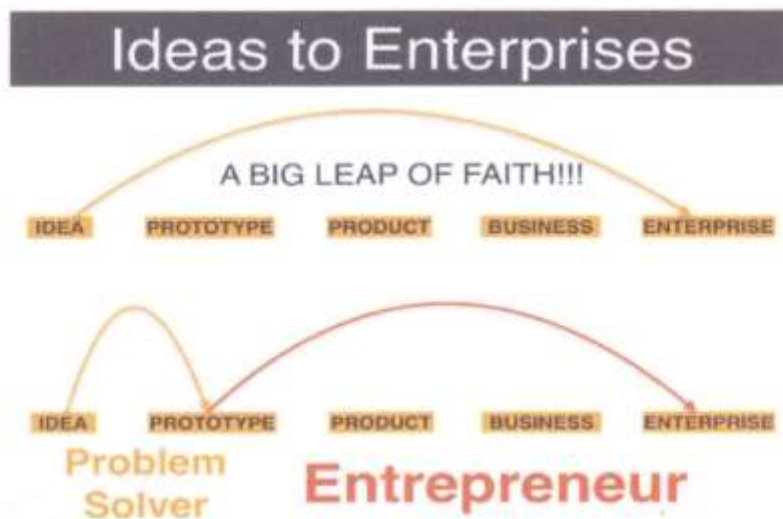
THE PROTOTYPING IMPERATIVE FOR FOSTERING TECHNOLOGY ORIENTED INNOVATION AND ENTREPRENEURSHIP AMONG STUDENTS

According to the National Employability Report, 2016 by Aspiring Minds, over 80% of engineering graduates from India are unemployable. On the other hand is the need to create more job creators rather than job seekers among the young graduates, particularly from the areas of technology, engineering, science and management education. The journey from Idea to Enterprise is essentially coming up with solutions to solve everyday problems, and in doing so profitably results in a business thereby seeding an enterprise. For students even such a simplified version of the journey aimed at motivating many younger minds to kick-start their enterprise building journeys has failed and in many cases has led to undesirable outcomes ridden with confusions, misconceptions, and failures.

The very genesis of innovation and entrepreneurship is the strong orientation for problem solving – the imagined possibility of bringing to life a solution to a problem. Problem solving is logical, rational, systematic, and methodical. So too is technology oriented innovation and innovation led entrepreneurship.

Entrepreneurs that build innovation powered enterprises, are at their core ingenious problem-solvers. Their success with innovation and enterprise creation pursuits lies both in their ability to identify problems that are worth solving, and to bring that idea (an imagined solution to solve the problem) to life by rapidly building prototypes. Prototype is not POC (Proof-of-Concept), which is a basic working version to show that the solution works. Prototype is that which the end-user uses to test the solution and validate the value proposition offered by the innovative solution, thereby providing critical feedback to the Innovator/Designer.

In FORGE we call this Prototype, the **Minimum Usable Prototype (MUP)** and the MUP proves beyond doubt the possibility of an efficient and cost-effective solution to the target problem, thereby creating a compelling case for this solution to be launched in the market as a product paving way for business building and enterprise creation.



By catalysing prototyping activity among students we can build a stronger pipeline of highly skilled problem-solvers and jumpstart their journey as innovators and entrepreneurs.

The single biggest obstacle hindering young minds to work on their prototype ideas and projects is the rigid academic structure, which emphasises attendance of lectures and submission of projects, many of which are forgotten and cast aside, never to be used again. There is a larger focus on scoring marks in exams than on learning, and the teaching is largely theory based involving very limited practical application.

CATALYSING MICRO INNOVATORS, CREATING TECH ENTERPRISES

Can we set the bar for measuring success in student innovations lower? Not at the level of assessing the potential of their innovative ideas to become break-through products beating global standards or to become highly profitable enterprises. But instead evaluate the potential of their ideas to use **creative tech**, to solve real-world problems even if at a micro-scale. And more importantly enable them with the resources, the training so

that they bring those ideas to life. Engineering education then becomes experiential, vocational, and is endowed with the potential to foster self-employment before catalysing enterprise creation in the longer run.

What is this Creative Tech? Democratised, open, simple, affordable, and cost effective. Creative tech not complicated tech. Tech that enables the creative solving of problems all around us in our everyday lives, and solutions leading to creating social impact, earning economics gains, sustaining livelihoods, and bringing about overall change, development, and progress.

Every passing day the expanse of **creative tech** is widening at a rapid pace, and the possibilities emerging are limitless. IoT sensors & networks, 3D printing, desktop fabrication, industrial automation, robotics, low-volume electronics manufacturing & assembly, artificial intelligence & machine learning, big data analytics, cloud computing etc. are creating limitless possibilities and the pace of their progress and democratisation is relentless.

A MicroInnovator:

- + innovates a cost-effective solution to solve a real-world problem;
- + builds a solution that is permanently deployed/used by the target user;
- + deploys a solution that is useful, usable, and technically feasible even at micro scale;

In FORGE our organising mission is to create technology oriented and innovation led startups, catalyse their transformation into sustainable enterprises, and accelerate their growth to higher potential ventures. We have adopted a 3-stage process for accelerating innovative ideas into enterprises with potential for investments, growth, and profits.

Stage#1	[ACTIVATION]	FORGE.FELLOWS
Stage#2	[INCUBATION]	FORGE.FIRST
Stage#3	[ACCELERATION]	FORGE.FAST



FELLOWSHIP APPROACH TO PROTOTYPING & STUDENT-STARTUP ACTIVATION

One of the major factors that deters students and young graduates from pursuing a career in innovation and entrepreneurship is the perceived loss of financial stability and independence. The lack of recognition and due consideration for the skills, efforts and outcomes in failed innovation and entrepreneurship pursuits makes it challenging for young graduates to get duly employed within the private sector in medium to large

enterprises. This combined with financial responsibility, insecurity, and liabilities (loans) make the entry-barrier to innovation and entrepreneurship very high.

A lot more needs to be done beyond symbolism, evangelism and motivation in order to send a strong signal to the young graduates and motivate them enough to start with an 'idea' and to pursue it as a full-time startup.

In many areas across science, arts, sports, public policy, social development, literature, environment etc, FELLOWSHIP programs have been instituted with the primary objective to encourage youth with strong interests and passion to actively pursue a professional career in these areas by overcoming the barriers and risks.

At FORGE, we aim to adopt this approach of Fellowship in activating a higher number of STARTUPS from among students and young graduates across different streams of higher education covering science, engineering, commerce, arts, design, polytechnic or business degrees.

The primary focus in the Fellowship is not to protect the 'downside risks' by offering financial incentives and employment facilitation if not outright job-guarantees. The real emphasis is on facilitating a platform for young minds which offers support in the form of tech infra & resources, rapid validation of problem statements through direct access to early-adopters, easy-access to the supply-chain to enable accelerated prototyping and launch, and most importantly guidance to the participants through a structured and rigorous process of converting ideas into prototypes. The notion of 'fail fast but fail safe' shall underscore the Fellowship program to the extent that students and young graduates shall be put through a process of objective assessment of the real viability of their tech, product or business ideas. The process of doing so offers students significant opportunities for skill development in technology, business, and innovation even if their ideas end up hitting a dead-end.



FORGE.FELLOWS



FORGE.FELLOWS is modelled as a comprehensive innovation fellowship program to catalyse broad based prototyping activity among students, graduates, and researchers aimed at creating a strong pipeline of problem-solvers, from which we aim to discover and nurture innovators and potential enterprise builders of tomorrow.

FORGE.FELLOWS is offered as a pre-incubation program including skills & competencies development in technology, design, innovation, business/commercial planning, and enterprise creation. Our primary objective during the program is to enable rapid design and development of prototypes to test utility, usability and adoption among early adopters. The chosen beneficiaries are offered complete support to test the potential of the proposed solution to deliver a compelling value proposition while attempting to solve a real world problem, to serve a significantly large target market, and to become commercially viable.

The program offers a Grant of up to Rs. 3 Lakhs per team with up to 3 students/graduates and the grant shall include cash prize paid directly to the beneficiaries, monetary value of various resources and services (co-working & innovation lab facilities, residential boarding & lodging, mentoring, prototyping expenses etc.) offered by FORGE.

On the basis of strong performance and good progress achieved during this program, FORGE (and with financial support from other partners) shall offer Seed Capital (Rs. 1 to Rs. 5 Lakhs). The qualifying student innovators (teams) shall be offered admission to the FORGE.FIRST program and the seed capital shall be transferred directly to the private company promoted by the student/graduate beneficiaries.

FORGE.FELLOWS

1 IDEATE

iSTART
ACTIONABLE AWARENESS

iCAMP
HACK FOR GRANTS

2 BUILD

PROTOSEM
MICROINNOVATORS

3 PITCH

iPITCH
PREPARE FOR LAUNCH

4 STARTUP

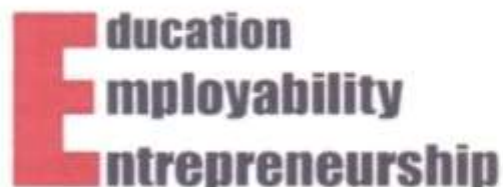
LAUNCHAD
TECH ENTERPRISES

PROGRAM OBJECTIVES

In FORGE we believe that to catalyse student innovation and startup activities in the higher technical educational institutions the following 10 critical success factors play a vital role. FORGE.FELLOWS program planning, execution and management is aimed at enabling institutions to achieve success in these factors.

- #1 Decoupling Innovation from Entrepreneurship**, and promoting Student Innovation programs primarily to achieve higher quality of education, to boost skills, and to enhance employability of students;
- #2 Fostering Innovation in higher technical education** not in the research context of achieving breakthrough technological progress but in the education context, with the clarity that Innovation is primarily about applying technology as tools to solve real-world problems;
- #3 Promoting an Innovation led approach to technical education, achieving experiential learning through prototyping**, guided by educators and industry/domain experts;
- #4 Measuring success in innovation** on the basis of the quality, quantity, and diversity of IDEAS generated by students & educators and their progress achieved in building user/customer tested Prototypes;
- #5 Enhancing quality of innovative ideas by engaging students & educators in a professionally managed process of innovation** supported by industry/domain experts and with access to early-adopters for rapid deployment & trials;
- #6 Catalysing the prototyping process** (designing, building, and deploying prototypes that are useful, usable, and valuable to end-users) through lab infra & facilities with access to equipment, resources, and expertise;
- #7 Devising methods to integrate a parallel innovation track in the academic curriculum** and to reward students and educators purely on the basis of outcomes achieved;
- #8 Creating capacity building and competency development programs for transforming educators into innovation mentors** capable of guiding students through a systematic approach of prototyping, using the tools and techniques of technology, design, and innovation;
- #9 Graduating student innovators to startup companies** with support for achieving success in IP generation, technology transfer, grant funding for commercial launch, seed capital for enterprise creation etc.
- #10 Operating professionally managed startup pre-incubation, investment, and acceleration programs** with access to key ecosystem stakeholders;

PROGRAM OUTCOMES



We have launched FORGE.FELLOWS program primarily aimed at achieving outcomes in the result areas of catalysing student innovation and converting innovative ideas into products and startup companies. Although, skills and competencies development are worthy outcomes in the context of enhancing the overall quality of **education** and boosting the **employability** of the students, the true success of the program has to be measured only in the area of **entrepreneurship**.

On the other hand it is also important to recognise the several interim milestones that have to be achieved in the journey from idea to enterprise. For students, and particularly in certain sectors or technology domains, the time to traverse these milestones would be longer than a year. So a degree of flexibility is needed in the setting, tracking, and measuring milestones and in evaluating the overall progress and success of the student innovators as well as the program at large.

A broadly defined set of program outcomes has been defined below keeping these aforementioned considerations:

PROOF-of-COMPANY	A private limited company should be incorporated by the students/graduates;
PROOF-of-FUNDING-GRANT	Student startup should have raised a grant of minimum Rs.2-5 Lakhs;
PROOF-of-IP	Student startup should have filed for Indian or International Patent;
PROOF-of-PRODUCT	Proof that enough paying customers find the product useful, usable & valuable;
PROOF-of-BUSINESS	Proof that Repeatable Revenues are in excess of direct costs, with path towards operating profits;

PROTOSEM

MICROINNOVATORS

A FULL SEMESTER DEVOTED FOR PROTOTYPING ACTIVITY

Last year we attempted the possibility of integrating Innovation activities directly within the core of the mainstream engineering curriculum and academic system. We launched **ProtoSem** (www.protosem.tech) (short form for Prototyping Semester), a first-of-its-kind program that embeds an innovation centred approach to engineering education right into the core of the engineering curriculum - innovation aimed at engineering tech enabled solutions for real-world problems, alling our farmers, factories, forests, women & children, cities, environment, citizens, differently abled, infrastructure, transport etc. The program aims to impart sound practical as well as conceptual knowledge in key skill areas in order to enhance their employability across several sectors, to secure immediate term employment as well as to achieve faster career growth.

COURSE TITLE: **HARDWARE/AIoT PRODUCT DESIGN & ENGINEERING**

C1	APPLIED DESIGN THINKING	[3 CREDITS]
C2	ELECTRONIC SYSTEM DESIGN	[4 CREDITS]
C3	EMBEDDED SYSTEM DESIGN & DEVELOPMENT	[4 CREDITS]
C4	ARTIFICIAL INTELLIGENCE OF THINGS	[4 CREDITS]
C5	APP DEVELOPMENT & ANDROID THINGS	[3 CREDITS]
C6	INDUSTRIAL DESIGN & PRODUCT DEVELOPMENT	[3 CREDITS]
C7	STARTUP FUNDAMENTALS	[3 CREDITS]
	TOTAL	[24 CREDITS]

The program is offered to a cohort of 60 students in their final year of engineering in which the entire semester (7th or 8th) is dedicated completely for prototyping aimed at converting an innovative idea into a real-world product/solution. Students will work extensively in continuously validating their innovative ideas, designing and developing the prototypes for their ideas, with the direct support and guidance of industry experts as mentors and trainers. Students working in teams 3 members each immerse in deep problem validation, customer discovery and continuously validate their innovative ideas, and with the guidance of industry experts design prototypes to test permanently deployable solutions. In the process they also learn core technical concepts and develop key engineering skills.

Our mantra has been "Innovation for skills & employability in the short-term leads to Innovation for Entrepreneurship in the long-term" and ProtoSem [MicroInnovators] is the first step of the FORGE.FELLOWS program, a full-time, residential pre-incubation program to activate innovative ideas into permanently deployable solutions to test and validate the market and business potential. Based on the progress/merit of the students, upon graduation they are offered extended pre-incubation support to complete customer trials, to develop a business execution model, and to get ready for seed capital and business acceleration.

The program aims to impart sound practical as well as conceptual knowledge in three innovation domains namely **Advanced Computing** (Artificial Intelligence & Machine Learning), **Connected Devices** (IoT, Sensors & Networks), and **Intelligent Machines** (Automation & Robotics). These domains offer technologies that rapidly becoming a major force of disruption in the innovation and startup ecosystem. In addition it is extremely critical for engineering graduates to develop their skills in these technology domains in order to enhance their employability across several sectors, to secure immediate term employment as well as to

achieve faster career growth. This is an opportunity to make a tangible and long lasting impact to the startup ecosystem of the country as well as transforming the quality of engineering and technology education in India. A full semester devoted for prototyping activity



A FULL SEMESTER DEVOTED FOR PRODUCT LAUNCH

Top 5 teams from the ProtoSem shall be offered admission to the **LaunchPad** stage of the FORGE.FELLOWS program. By duly completing their prototype work during the ProtoSem, these students earn the additional 12 credits that will compensate for the Keystone Project in their final semester. This gives them the opportunity to convert their 8th semester into **STARTUPSEM** (a full-fledged Startup Semester that can potentially earn them a Minor degree in Entrepreneurship, offered on the basis of provisions in the Student Startup Policy of AICTE).

A 6 month pre- incubation program to fast-track the product readiness and market launch of the product, and to help the innovators prepare for graduation to either the FORGE.FIRST Incubation program or the FORGE.FAST Acceleration/Seed program, depending on the rate of progress achieved by the startups.

Student innovators are expected to iterate through multiple versions of the MUP with one or few usage/ deployment on permanent basis and achieve significant progress in the rigorous validation of the target value proposition. With the guidance and support of experts they fast-track prototype validation, customer trials, testing customer acquisition & sales strategies and prepare for full-commercial production and launch;

The program offers a Grant of up to Rs. 3 Lakhs per team with up 3 students/graduates and the grant shall include cash prize paid directly to the beneficiaries, monetary value of various resources and services (co-working & innovation lab facilities, residential boarding & lodging, mentoring, prototyping expenses etc.) offered by FORGE.

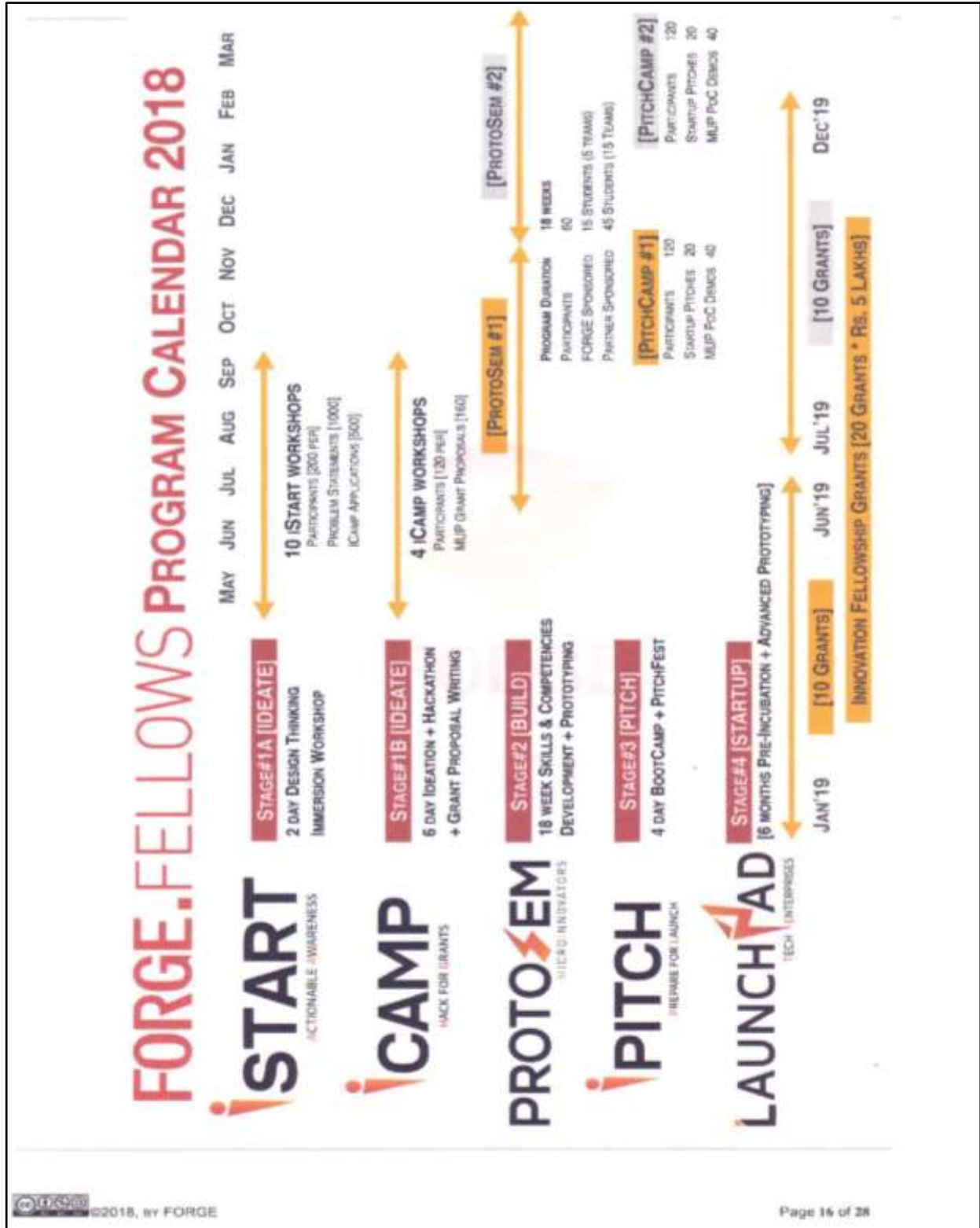
On the basis of strong performance and good progress achieved during this program, FORGE (and with financial support from other partners) shall offer Seed Capital (minimum Rs. 2 to maximum Rs. 10 Lakhs). The qualifying student innovators (teams) shall be offered admission to the FORGE.FIRST program and the seed capital shall be transferred directly to the private company promoted by the student/graduate beneficiaries.

[GRANT BUDGET] [Rs. 5 LAKHS]

for a team of 3 student innovators

[1] Cash Prize	= Rs. 40,000
[2] Resources & Services	= Rs. 2,60,000
+ Coworking access [6months*3persons*Rs.2000 pm]	= Rs. 36,000
+ HW/unction access [6months*3persons*Rs.4000 pm]	= Rs. 72,000
+ Boarding & Lodging [6months*3persons*Rs.6000 pm]	= Rs. 1,08,000
+ Office Hours (20 hours of mentoring/advisory)	= Rs. 14,000
+ Prototyping expenses (materials)	= Rs. 30,000
[3] Seed Capital (minimum)	= Rs. 2,00,000
[TOTAL]	= Rs. 5,00,000





ANNEXURE #2

PROGRAM SUMMARY

STAGE #1A [IDEATE]

**[2 DAY DESIGN THINKING IMMERSION WORKSHOP]**

2 day Awareness & Orientation Camp for a cohort of 200 students to learn principles, tools and techniques of Design Thinking, and their application in Problem identification-definition-validation, Customer discovery, and MUP Ideation.

[RATIONALE]

- * Success as innovators (problem-solvers using technology) depends on solving a problem that is critical, quantifiable, and in a manner that makes problem solving simple and straightforward to the beneficiary (target customer or user);
- * Creating actionable awareness of the step-by-step approach in solving real-world problems with innovative solutions that are efficient and cost-effective by using technology. Awareness that will compel them into action, and kickstart their journey from **Idea to Enterprise** going through the key milestones signified by the **4 Ps- Problem, Prototype, Product, and Profit**;
- * Students learn the significance of prototyping in rapidly validating how much the innovative solution is really worth to the target user/customer, and understand that their most critical milestone to achieve is building the **Minimum Usable Prototype (MUP)** - the first version of the solution designed and trialed to determine what customers are willing to pay;
- * Students (entering final year in higher technical education) are offered a 2 day intensive immersion workshop in studying real-world problems, learning the tools of techniques of Design Thinking to implement in-depth problem validation, customer discovery, and MUP ideation.

[BENEFITS FOR STUDENTS]

- * Top 3 teams from iStart workshops are offered free admission to the iCamp program, a value of Rs. 30,000 +18% GST per team;
- * Students learn Design Thinking in action by learning and applying the process, tools & techniques developed by FORGE;
- * Students significantly enhance their chances of getting selected the iCamp and winning the HWHackathon, thereby getting a fully sponsored admission into ProtoSem;

[PROGRAM FEE]

- * Rs. 500 per student + 18% GST;
- * Fee includes expenses incurred by FORGE for trainers, stationery & materials, lunch, and tea/snacks;
- * Fee does not include boarding & lodging expenses for the 2 days;
- * [6 day Innovation Workshop - Ideation + Hackathon + Grant Proposal Writing]

STAGE #1B [IDEATE]



[6 DAY INNOVATION WORKSHOP - IDEATION + HACKATHON + GRANT PROPOSAL WRITING]

A 6-day residential innovation bootcamp that offers a systematic and structured process of problem validation, MUP Ideation, and 72-hour hackathon to build a PoC.

120 Students grouped in teams of 3 each, shall be guided by experts to build & hack a winning PoC and also facilitate a workshop on grant proposal writing.

[RATIONALE]

- + 6-day (including the non-stop 72 hours Hackathon) program offering an opportunity for 120 students (40 teams) of non-stop ideation, hacking and design of the MUP Concept and preparation of grant proposals followed by quick prototyping to demo a few aspects of their innovative solution;
- + Aimed primarily at evaluating their strong intent to pursue technology powered innovation backed by a high degree of passion to solve real-world problems, create an impact, and to emerge as change agents;
- + Aimed at observing their willingness to learn skills and equip themselves with the competencies critical for achieving success in innovation and entrepreneurship;
- + With the mantra "Right PROTOTYPE and Prototype RIGHT", students attending the HWHackathon (Hardware Hackathon) get guidance from experts to ideate the useful, usable, and technically feasible solution that is most likely to become permanently deployed or used by the target customer/user;
- + FORGE shall facilitate direct visits and meetings with the target enterprises, buyers, and users, and shall keep the field ready so as to achieve fast-tracked success in this program;
- + Students also get trained and mentored in preparing a Grant Proposal document seeking funding support from DST, NID, Corporate Innovation Grants etc.

[BENEFITS FOR STUDENTS - ICAMP PARTICIPANTS]

- + Top 10 Teams (30 students) selected shall be offered a fully sponsored admission to the ProtoSem.18.2, a sponsorship value of Rs. 1,00,000 (residential model) per student or Rs. 65,000 per student (non-residential model);
- + Grant Proposal document ready for submission to seek funding support from DST, NID, Corporate Innovation Grants etc.

[PROGRAM FEE]

- + Rs. 10,000 per student + 18% GST;
- + Fee includes expenses incurred by FORGE for trainers, hardware components/supplies, prototyping materials & resources, stationery & materials, boarding & lodging expenses for the 6 days/nights;

STAGE #2 [BUILD]

PROTOSEM
MICROINNOVATORS

[18 WEEK SKILLS & COMPETENCIES DEVELOPMENT + PROTOTYPING]

[RATIONALE]

In order to prepare more students for a career in innovation and entrepreneurship the longer run, it is imperative to foster Innovation among students in the immediate term aimed at enhancing their skills & boosting their employability. To do we have launched **ProtoSem**, a 18-week full-time, residential pre-incubation program to activate innovative ideas into permanently deployable solutions to test and validate the market and business potential. Based on the progress/merit of the students, upon graduation they are offered extended pre-incubation support to complete customer trials, to develop a business execution model, and to get ready for seed capital and business acceleration.

ProtoSem is a first-of-its-kind program that embeds an innovation centred approach to engineering education right into the core of the engineering curriculum - innovation aimed at engineering tech enabled solutions for real-world industrial problems. In addition to enhancing their employability, the program outcomes shall create a higher level of confidence among these students to pursue innovation and entrepreneurship as their primary career path after graduation.

- + Skills development, specifically in mastering the use of 'creative' technologies as the tools of problem-solving, innovation, design and is key for the success of the FORGE.FELLOWS program, the pre-incubation program that follows ProtoSem;
- + Incubation Risk mitigation is achieved through skills development as well as ascertaining strong commitment from the student(s) to taking innovation and entrepreneurship as the primary career option pos graduation;
- + Motivation/incentives for students is in strong skills development orientation of the program to boost employability;

[OFFERING]

- + 18 week full-time residential program from July to October, 2018 and from December, 2018 to March, 2019;
- + 16 week course curriculum with seminars & workshops on KSAs (Key Skill Areas) covering engineering, innovation, design & entrepreneurship;
- + Access to Hwjunction lab infra & resources (on par with MIT FabLab standards);
- + Prototyping expenses up to Rs. 30,000 per team;
- + Certificate in Hardware/AIoT Product Design & Engineering (authorised by NASSCOM, IESA & IET)

[PROGRAM FEE - BUDGET]

- + Rs. 1,00,000 per student + 18% GST;

Budget for a team of 3 students

+ Training/Course fee (3*30,000 per person)	= Rs. 90,000
+ HWjunction access <i>(innovation & prototyping lab infra, equipment and tools)</i>	= Rs. 50,000
+ Office Hours (25 hours mentoring/advisory)	= Rs. 25,000
+ Prototyping expenses (materials)	= Rs. 30,000
+ Boarding & Lodging (hostel accommodation)	= Rs. 1,05,000 (Rs.35000 * 3students)
[TOTAL]	= Rs. 3,00,000 (per student = Rs. 1,00,000)

STAGE #3 [PITCH]



[4 DAY BOOTCAMP + PITCHFEST]

A 4 day grand finale of the 18-week ProtoSem combining a 3-day BootCamp with a 1-day Conclave Day, including a PitchFest in which the Student Innovators demo their MUPs and pitch their Startups to a jury of experts, investors, and entrepreneurs.

BootCamp offers in-depth mentoring by experts about the various technology, relevant sector/domain, business, market/commercial, and financial aspects of their ideas.

[OVERVIEW]

- + Student Innovators attending the BootCamp are offered in-depth mentoring by experts about the various technology, relevant sector/domain, business, market/commercial, and financial aspects of their ideas. Through several workshops guided by experts from design, technology, and business, the student innovators learn the tools & techniques to systematically convert their innovative ideas into a full-fledged startup and prepare a strong pitch to impress the jury of experts.
- + Mentoring sessions are organised in the areas of MUP (prototype) to MVP (product) conversion, in-depth knowledge sessions on technologies, achieving success with rapid deployment and first-customer trials, customer acquisition & sales, and revenue/pricing models.
- + Students shall demo their advanced MUPs that have passed significant degree of on-field deployment and customer trials;
- + In addition to the 60 students involved in the ProtoSem, we will throw open admission to additional 60 student innovators that have developed innovative solutions in the areas of IoT, AI, Robotics, UAVs etc.
- + Overall around 40 innovations are expected to be showcased during the program, and the Top 20 selected from the 3-day BootCamp shall qualify to the PitchFest on day-4;
- + The Top 10 innovations shall be selected and offered admission to the FORGE.FELLOWS pre-incubation program, with a grant of Rs. 5 Lakhs each;

STAGE #4 [STARTUP]



[6 MONTHS PRE-INCUBATION + ADVANCED PROTOTYPING]

A 6 month pre-incubation program for student innovators to work under the guidance and support of experts to fast-track prototype validation, customer trials, testing customer acquisition & sales strategies and prepare for full-commercial production and launch;

- + Significant progress shall be achieved in MUP trials with one or few usage/deployment on permanent basis, and rigorous validation of the target value proposition;
- + The program offers a Grant of up to Rs. 3 Lakhs per team with up 3 students/graduates and the grant shall include cash prize paid directly to the beneficiaries, monetary value of various resources and services (co-working & innovation lab facilities, residential boarding & lodging, mentoring, prototyping expenses etc.) offered by FORGE;
- + On the basis of strong performance and good progress achieved during this program, FORGE (and with financial support from other partners) shall offer Seed Capital (Rs. 2 to Rs.10 Lakhs). The qualifying student innovators (teams) shall be offered admission to the FORGE.FIRST program and the seed capital shall be transferred directly to the private company promoted by the student/graduate beneficiaries;

[GRANT BUDGET] [RS. 5 LAKHS]

for a team of 3 student innovators

[1] Cash Prize	= Rs. 40,000
[2] Resources & Services	= Rs. 2,60,000
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+ Office Hours (20 hours of mentoring/advisory)	= Rs. 14,000
+ Prototyping expenses (materials)	= Rs. 30,000
[3] Seed Capital	= Rs. 2,00,000
[TOTAL]	= Rs. 5,00,000

CAPACITY BUILDING PROGRAM

BASECAMP@FORGE
ENTREPRENEURIAL EDUCATORS

“If students have to become innovators & entrepreneurs, then educators should first be entrepreneurial”

[3 DAY RESIDENTIAL PROGRAM FOR EDUCATORS]

A 3-day residential program organised for up-skilling educators in the areas of ideation, design & innovation, prototyping, customer/market validation, business model generation, business planning & operations, customer acquisition & sales.

[RATIONALE]

- + The most significant opportunity is in enhancing the odds of success of innovations (tech/ commercial) and startup/business outcomes of the research and innovation projects pursued by educators & researchers;
- + It is critical to enable the transition of educators to innovators and startup entrepreneurs at one end, but what matters perhaps even more is equipping these educators to play the role of innovation mentors capable of guiding student innovators in their pursuits of developing innovative solutions to real-world problems by applying the tools of technology and design, and launching these solutions as commercially viable products in the market or generating IP;
- + Educators participating shall learn through case-studies, group activities, individual exercises, and through guidance from mentors, how to think about the idea to business journey in a structured way, how to validate the potential of a product in the market, how to prepare for launch, how to make revenues predictable and profitable, and confidently kill off any doubts once and for all;
- + In 3 days participants shall learn the steps involved in turning an idea into a PRODUCT IDEA & a BUSINESS IDEA, designing a BUSINESS Model and preparing a BUSINESS PLAN for execution and launch;
- + The program offers substantial skills and competencies development in the areas of ideation, problem validation, customer discovery, prototyping tools and techniques, design thinking, innovation, business idea/model generation, business idea pitch preparation & presentation etc. based on the MUP concept , tools and techniques designed and developed by FORGE;

[PROGRAM FEE]

- + Rs. 10,000 per educator + 18% GST;
- + Fee includes expenses incurred by FORGE for trainers, stationery & materials, boarding & lodging expenses for the 3 days/nights;

ANNEXURE #3

TERMS & CONDITIONS OF SERVICES OFFERED TO FORGE PARTNER INSTITUTION

#1 PAYMENT TERMS FOR REGISTRATION FEES

FORGE Partner Institution shall make the payment of Rs.2,00,000 + 18% GST within 2 weeks from the date of signing the MoU, but the signed Letter of Acceptance shall be sent to FORGE in hard-copy format within 1 week from the same date. The entire payment should be made in one transaction and no instalment payment shall be allowed.

#2 NON PAYMENT OF REGISTRATION FEES

In the case of non receipt of the payment in full within 4 weeks from the date of signing the MoU, then the MoU shall be terminated by FORGE, and is FORGE shall not be liable to deliver any of the services offered as part the FORGE.FELLOWS program.

#3 REFUND

FORGE shall not refund the payment towards Registration Fees made at any cause.

#4 ACADEMIC EXEMPTIONS

In order to maximise the outcomes of the ProtoSem and LaunchPad stages of the program it is highly recommended that the students are able to attend the program on a fully-residential and full-time basis, and to do so they should be exempt from the regular academic course work. In addition their time and efforts, and outcomes achieved in the learning, prototyping and innovation areas should be duly recognised with attendance, grades, and credits.

[AUTONOMOUS INSTITUTIONS]

In the case of the FORGE Partner Institution being an Autonomous institution the following minimum exemptions and allowances shall be offered to the students selected for the ProtoSem and then the LaunchPad stages of the FORGE.FELLOWS program:

Credit Mapping & Transfer for 7th & 8th Semester

- + The credits offered to Students on successfully completing the courses and the recommended evaluation and assessment conducted as part of the ProtoSem curriculum, shall be transferred to the academic curriculum of the FORGE Partner Institution;
- + FORGE shall support in this process of suitably mapping the credits and offer requisite documentation and reporting as desired by the FORGE Partner Institution;
- + Once decisions are taken on credit mapping and transfer, changes shall not be allowed to avoid any impact on the timely delivery of the ProtoSem curriculum;
- + The FORGE Partner Institution shall present their expectations in terms of meeting the compliance requirements of their academic systems and processes at least 3 weeks after the kick-off of ProtoSem so as to give FORGE sufficient time to understand the expectations and accordingly prepare to deliver during and by the end of the ProtoSem or LaunchPad programs;

Academic Exemptions

- + FORGE expects that the students do this full-time and so must be exempt from attending regular classes, lab sessions & workshops, writing exams, and other routinely mandated tasks in the academic process;

[AFFILIATED INSTITUTIONS]

In the case of the FORGE Partner Institution being an Affiliated institution they enjoy lower degrees of freedom to take up credit mapping and transfer, and therefore we recommend the following minimum exemptions and allowances shall be offered to the students selected for the ProtoSem and then the LaunchPad stages of the FORGE.FELLOWS program:

Academic Exemptions

- + FORGE expects that the students must be exempt from attending regular classes, lab sessions & workshops, internal assessment exams, and other routinely mandated tasks in the academic process;
- + The students shall be permitted to attend only the external end-semester exams or other assessment done by external representatives or officials of the University;

#5 COMMITMENT FROM FORGE

Whilst FORGE shall do the best within its scope, and help students achieve best possible outcomes, it requires that the students fully maximise the opportunity offered to them, and perform with focus, commitment, passion and put in their best efforts. Given the dependency, FORGE shall therefore not be able to guarantee any specific measurable outcomes or target metrics as part of the contract with the FORGE Partner Institution. However FORGE shall submit detailed reports of the program at every stage, and welcomes the FORGE Partner Institution to visit at their convenience to observe the proceedings of the program.

#6 NOMINATION OF THE SPOC FROM THE FORGE PARTNER INSTITUTION

It is expected that the FORGE Partner Institution shall appoint their representative as the SPOC 'single-point-of-contact' for all correspondence with FORGE. This person shall enjoy the privilege to visit FORGE at will to observe the proceedings of the program, and report back to the institution.

#7 STUDENT DISCIPLINARY ISSUES & ACTIONS

In the case of FORGE encountering disciplinary issues that go beyond the manageable levels and after a reasonable number of warnings, then FORGE shall bring it to the attention of the FORGE Partner Institution to take the specific actions as may be recommended by them within the ambit and scope of their student disciplinary actions and policies. In extreme cases FORGE shall recommend the decision of termination from the program, however due notice to the FORGE Partner Institution and sufficient warning to the students shall be offered by FORGE apart from taking efforts to counsel the students and to help them avoid repeating mistakes return to normal course of progress.

#8 STUDENT/EDUCATOR ATTENDANCE ISSUES

FORGE Partner Institution shall be solely responsible for selecting students & educators to attend the various programs offered by FORGE. FORGE shall submit the attendance report for each module of the program but is not responsible for ensuring the actual attendance of the students or educators in the seminars, workshops or other sessions offered as part of the regular agenda. It is expected that the SPOC can be present during the sessions to assess the attendance and performance of the students from their respective institutions.

#9 STUDENT PERFORMANCE ISSUES

In matters of poor performance by students during the program, FORGE shall inform the SPOC on a timely basis and identify suitable performance improvement measures to help the students reach the desired levels of performance and progress.

#10 VALIDITY OF MOU (CONTRACT)

The MoU is valid for only year from the date of signing the MoU and is relevant only for the academic year of May-2018 to May-2019. At the end of this period the MoU is deemed to be invalid.

#11 RENEWAL OF MOU (CONTRACT)

There shall be no concept of renewal of the MoU and a new MoU has to be signed by FORGE and the FORGE Partner Institution in the next year; and there shall be no expectation on either party to carry forward the same nature of the program, the financials, the commitment, terms and conditions as prescribed in this MoU. Either party reserves the right to propose or accept the MoU for the next year or time period.

#12 SUPPLEMENTARY MOU

If FORGE enters into other/additional supplementary MoUs with the FORGE Partner Institution - for instance to offer Managed Innovation Lab and Incubation Services under the HWjaaS banner, then those MoUs shall be deemed independent of this MoU and the validity of those MoUs shall be determined independently too.

ANNEXURE #4

PROGRAM FINANCIALS

MODEL #1 [PARTNER INSTITUTION]

Registration Fees = Rs. 2,36,000 [Rs.2,00,000 + 18% GST]

Value offered to Partner Institutions

+ On registration with FORGE as a Partner Institution, the direct value proposition offered by FORGE equivalent to **Rs.5,83,510** is summarised in the table below:

PROGRAM	BENEFITS	VALUE
IStart	Free Admission for 100 students	Rs.59,000 [Rs.500 * 100 = Rs.50,000 + 18% GST]
iCamp	Free Admission for 30 students	Rs.3,54,000 [Rs.10000 * 30 = Rs.3,00,000 + 18% GST]
BaseCamp (Entrepreneurial Educators)	Free Admission for 5 educators	Rs.59,000 [Rs.10000 * 5 = Rs.50,000 + 18% GST]
ProtoSem	Eligible for scholarship admission (assuming 1 team of 3 students from the Institution shall qualify on merit);	Rs.88,500 [Rs.25000 * 3 = Rs.75,000 + 18% GST] <i>*Scholarship value of Rs. 25,000 per student against a fee of Rs.40,000;</i>
iPitch	On the basis that the 1 team of students from the Institution shall get admission to ProtoSem;	Rs.23,010 [Rs.6500 * 3 = Rs.19,500 + 18% GST]

- + In addition, Partner Institutions shall be offered a standard 50% discount on additional students admitted to any of the programs that are part of the FORGE.FELLOWS program portfolio;
- + Partner Institutions are offered acceptance to showcase FORGE as the Innovation & Incubation Partner (allowance to use the trademarked FORGE logo) on the website and various communication materials of the institutions;
- + Only Partner Institutions are eligible to benefit from the **'Managed Innovation Lab and Incubation Services'** from FORGE under the brand **HWJaaS**, which shall have separate MoU and commercials and on the requisition of the Partner Institution a proposal from FORGE shall be submitted;
- + Offered professional services support in the process of establishing a full-fledged TBI in the institution covering Grant proposal documentation, TBI vision, financial and operations planning, and execution support;
- + FORGE shall support only the Partner Institutions by offering mentoring support for students or educators engaged in innovation and startup activities, who can visit FORGE to avail these mentoring services;

Payment Terms

On signing of the MoU with the Partner Institution, FORGE shall expect the Partner Institution to submit a signed copy of the Letter of Acceptance (please refer to the draft presented in the Annexure 5) signed by the Authorised Signatory of the Institution. On receipt of this FORGE shall raise an Invoice for the payment of Rs. 2,00,000 + 18% GST in full and in advance. The Registration is deemed complete only upon receipt of the Payment in the bank account indicated by FORGE in the invoice.

ANNEXURE #5

FORGE, 360D INCUBATION ENTERPRISE

FORGE is the incubation enterprise launched by the Coimbatore Innovation & Business Incubator (CIBI), founded with the vision to create & catalyse innovation powered enterprises that harness the power at the intersection of hardware, software, and computing technologies to solve real-world problems, creating economic gains and delivering social impact. FORGE.FACTORY - the 20,000 sq.ft incubator established in Coimbatore, includes HWjunction - the fully integrated lab for full-spectrum hardware innovation offering equipment, tools, and resources in computing (AI/ML), IoT, electronics, desktop fabrication, 3D printing, drones, and automation & robotics, to support the design, development, and testing of 'manufacturing' ready prototypes.

FORGE offers holistic incubation services covering innovation, grant, acceleration, and seed capital investment to transform innovative ideas into successful enterprises with potential for growth, impacts and profits. FORGE has achieved steady and significant progress in our vision to become a 360D Incubation Enterprise, built on the 3 pillars of our strategy and operations - value creation & delivery, revenue generation, and self-sustainable growth. Founded on this principle is our strategy to build a multi-level portfolio of programs that combine to offer a comprehensive suite of services throughout the startup lifecycle from ideas to enterprises. We have adopted a 3-stage process for accelerating innovative ideas into enterprises with potential for investments, growth, and profits.



FORGE.FELLOWS

FELLOWSHIP PROGRAM FOR INNOVATION & STARTUP ACTIVATION

FORGE.FELLOWS is modelled as a comprehensive innovation fellowship program to catalyse broad based prototyping activity among students, graduates, and researchers aimed at creating a strong pipeline of problem-solvers, from which we aim to discover and nurture innovators and potential enterprise builders of tomorrow.

FORGE.FELLOWS is offered as a pre-incubation program including skills & competencies development in technology, design, innovation, business/commercial planning, and enterprise creation. Our primary objective during the program is to enable rapid design and development of prototypes to test utility, usability and adoption among early adopters. The chosen beneficiaries are offered complete support to test the potential of the proposed solution to deliver a compelling value proposition while attempting to solve a real world problem, to serve a significantly large target market, and to become commercially viable.



FORGE Accelerator

FORGE

COIMBATORE INNOVATION AND BUSINESS INCUBATOR

FORGE FACTORY
KCT Tech Park
#3 Athipalayam Road
Chinnavedampatti
Coimbatore 641049



Department of Science and Technology
Ministry of Science and Technology
Government of India

+91 94433 54312
facebook.com/FORGEAccelerator
twitter.com/FORGE_FORCE
info@forgeforward.in

WWW.FORGEFORWARD.IN

University of Malaya

**A MEMORANDUM OF UNDERSTANDING FOR
ACADEMIC COOPERATION**

BETWEEN



UNIVERSITY OF MALAYA, MALAYSIA

AND



**KG COLLEGE OF ARTS AND SCIENCE
TAMILNADU, INDIA**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU" is entered into this day of 2018.

MADE BETWEEN

UNIVERSITY OF MALAYA, a university established under the Universities and University Colleges Act 1971 and having its main campus at 50603 Kuala Lumpur, Wilayah Persekutuan (hereinafter referred to as "UM");

AND

The KG COLLEGE OF ARTS AND SCIENCE, which is affiliated to Bharathiar University, Accredited by NAAC, run by KGiSL Trust and having an address KGiSL Campus, Saravanampatti, Coimbatore -641035, Tamilnadu, India (hereinafter referred to as KGCAS) seeking to improve understanding between their respective academic institution and to establish collaborations mutually benefiting their students, have agreed to sign this "MoU" as a first step toward achieving these shared goals.

WHEREAS

- A. UM is an established University which strives to enhance and strengthen its academic collaboration and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance teaching and research.
- B. The KG College of Arts and Science which is affiliated to Bharathiar University, Accredited by NAAC, run by KGiSL Trust and having an address KGiSL Campus, Saravanampatti, Coimbatore -641035, Tamilnadu, India. Seeking to improve understanding between their respective academic institutions and to establish collaborations mutually benefiting their students, have agreed to sign this “MoU” as a first step toward achieving these shared goals.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE TO AS FOLLOWS:

I. SCOPE AND FIELDS OF ACADEMIC CO-OPERATIONS

- I.1 The Parties agree to collaborate in the areas of:
 - a) Joint/Collaborative Research Projects and Joint Publications in the areas of Computer Science and its allied fields;
 - b) Visit of research students and academic staff of the Department of Computer Science and Applications and Allied departments of KGCAS;
 - c) Post graduate, M.Phil and Doctoral Research Project work and training to be carried out at both UM and KGCAS;
 - d) Organizing and participating in joint symposia, conferences, workshops and short-term courses conducted by both the institutions;
 - e) Exchange of publications, reports, other academic materials and information and computer software tools developed by UM and KGCAS to carry out the research work;
 - f) Extending access to library and knowledge/Information sharing facilities mutually for both students and faculty in both the Institutions; and
 - g) Any other areas of co-operation as agreed to by the Parties from time to time.

- 1.2 The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's function.
- 1.3 In the event the Parties so desire, they may enter into a separate legally binding supplementary agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. DURATION AND TERMINATION

- 2.1 This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a **period of five (5) years** and may be extended for such further period as may be agreed by the Parties in writing.
- 2.2 Notwithstanding clause 2.1 above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- 2.3 Notwithstanding clause 2.2 above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or co-operative activity.
- 2.4 This MoU may be renewed under the same terms and conditions for a further period of five (5) year from the expiry date hereof by mutual written agreement of the Parties at least upon six (6) month prior to expiry date thereof.
- 2.5 Upon expiration of earlier termination of this MoU, this MoU shall automatically lapse and cease to be effective. Neither Parties shall have any further obligation to the other under this MoU and expect as otherwise provided hereof and for any rights or obligations which have accrued prior to the expiration or termination.

3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and expenses in the implementation of this MoU.

4. JOINT PROPERTY

- 4.1 The Parties agree that any Intellectual Property Rights (IPR) arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- 4.2 Both Parties shall acknowledge each other in any form of writing, publications or presentation based on research derived from the co-operative efforts under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

5. CONFIDENTIALITY

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU where the same is already in public domain.

6. NON-CONTRACTUAL NATURE OF RELATIONSHIP

- 6.1 Save for Clause 5, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities as if under a contract.
- 6.2 Nothing contained herein shall be construed so as to constitute a joint venture/ partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
- 6.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

7. REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, variation or amendment of this MoU, which in force.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. SUPERVENING EVENTS

8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

9. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

- a) To : UM
Address : Faculty of Computer Science and Information Technology,
University of Malaya, 50603, Kuala Lumpur, Malaysia.
Attn to : Dean
Tel no. : +606-7967 6300
Fax no. : +603-7957 9249
E-mail : dekan_fsktm@um.edu.my
- b) To : KGCAS
Address : KGiSL Campus, Saravanampatti, Coimbatore – 641035,
Tamil Nadu, India.
Attn to : Principal
Tel no. : +91-422-4419999
Fax no. : +91-422-2668325
E-mail : anuja.r@kgcas.com

10. MISCELLANEOUS

- 10.1 The Parties acknowledge that all visits or exchange of staff, research students, etc. will be subject to compliance with the entry and visa regulations on Malaysia and India and with the respective Party's requirements with respect to staff and research students visit.
- 10.2 This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- 10.3 The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.
- 10.4 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.
- 10.5 This MoU is executed in English in duplicate, each of which shall be deemed as an original to be held in the custody of each party.

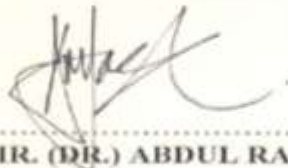
11. INDEMNITY

Each party shall indemnify, defend and hold harmless the other Party from and against any and all claims, demands, liabilities, settlements, damages, costs and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this MoU or any negligent act or omission on the part of indemnifying Party, its agents and employees arising out of this collaboration.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organisations, sign this MoU on the date as above written.

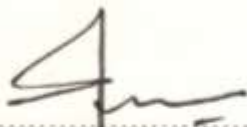
For and On Behalf of
UNIVERSITY OF MALAYA



.....
**DATUK IR. (DR.) ABDUL RAHIM
HASHIM**
Vice-Chancellor

Date: 15 OCT 2018

In the presence of:



.....
PROF. DR. ABRIZAH ABDULLAH
Dean, Faculty of Computer Science &
Information Technology

For and On Behalf of
**KG COLLEGE OF ARTS AND
SCIENCE**



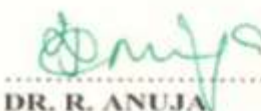
.....
DR. ASHOK BAKTHAVATHSALAM
Managing Trustee

Date:

In the presence of:



.....
DR. R. RAVICHANDRAN
Secretary



.....
DR. R. ANUJA
Principal

Red Hat India Private Limited

महाराष्ट्र MAHARASHTRA © 2018 © AR 200597

मिहिरा कोषागार कार्यालय, ठप्पे
25 FEB 2018
PARTNER ACCEPTANCE DOCUMENT
INDIA

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588; www.redhat.com

Red Hat

Parties	
Partner Information	Red Hat India Private Limited.
Company name: KG College of Arts and Science	Contact Name: Geomon joseph
Address: Saravanampatti, COIMBATORE, Tamil Nadu, IN- 641035	Email: gjoseph@redhat.com
Contact name: Ravechandran Rajagopal	Tel.no. +91 -22-61147506
Email: wr@kggroup.com	Fax:
Telephone: +91 9095244488	

Territory
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Red Hat Partner Agreement (RHA)
Page 1 of 14
Red Hat Confidential Information
April 2018

SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGI SL Campus, Saravanampatty
Coimbatore - 641 038.

मुद्रांक विधी नोंदवही अनु क्रमांक २९३४०५ दिनांक 26 FEB 2019
 दस्तावा प्रकार Agreement
 दस्त नोंदणी करणार आहेत का? :- होय / ना ही
 मिळवणीचे ब्योहक्यात वर्णन
 मुद्रांक विकत घेणाऱ्याचे नांव Red Hat India Pvt. Ltd.
 हस्त अस्तावास त्याचे नाव, पत्ता Nilesh Valikeya
 सही [Signature]
 दुसऱ्या प्रकारचे नाव GLS
 मुद्रांक शुल्क रक्कम 500/-
 परवानाधारक मुद्रांक विक्रेत्याची सही - (बी. संकर सरोकराव कादव)
 परवाना क्रमांक - १२०१०३१
 मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
 मुद्रांक खरेदी केल्यापासून ६ महिन्यात कापणी बंधनकारक आहे.

Red Hat India Pvt. Ltd.
 Supreme Ayurveda Pvt. Ltd.
 Kharandani Gardens, Khar
 Mumbai - 400 076
 Tel: 022 - 3947 8888

**APPENDIX 1
PARTNER TERMS AND CONDITIONS**



1. Purpose

Red Hat designs programs for its partners ("Programs") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "Order Form").

"Red Hat" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai, Mumbai-400 076. Red Hat "Products" and "Services" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "Software" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "Updates" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "Parties" and may be referred to individually as a "Party". "End User" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customers. Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("Records"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for

Red Hat Partner Agreement
(India)

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Red Hat Confidential Information

April 2016


SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGiSL Campus, Saravanampatty
Coimbatore - 641 035.



which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka NFR) Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

Red Hat Partner Agreement
(India)

Page 4 of 14
Red Hat Confidential Information

April 2018

[Signature]
SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGiSLCampus, Saravanampatty
Coimbatore - 641 035.



11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 **General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 **Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 **Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.


12. Publicity and Confidentiality

- 12.1 **Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 **Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

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13. Termination

- 13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. 'Effective Date' means the first date when both Parties have fully accepted or signed the Agreement.
- 13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.
- 13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 – 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.
- 13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

- 14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).
- 14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens , Powai, Mumbai – 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.
- 14.3 Compliance with Law and Export Controls.
- 14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled

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Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("Partner Officials") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 Force Majeure. Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order: (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the

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Parties. (g) The Parties acknowledge that they have each reviewed and participated in setting the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.




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**RED HAT ACADEMY
PROGRAM APPENDIX**



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

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3. License and Ownership

3.1 **License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth at http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

3.2 **Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

3.3 **Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

3.4 **Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

3.5 **Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

4.1 **General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

4.2 **Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

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5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 **Termination:**
 - 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the Partner Terms and Conditions Appendix, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
 - 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



R. R. Nay
SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGISL Campus, Saravanampatty
Coimbatore - 641 035.
 Red Hat Partner Agreement
 (India)

EXHIBIT A
RED HAT ACADEMY SUBSCRIPTION



1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.





SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGISL Campus, Saravanampally
Coimbatore - 641 039.

EXHIBIT B
RED HAT ACADEMY PROGRAM MARKS



Red Hat Academy:



[Signature]
SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGiSL Campus, Saravanampatty
Coimbatore - 641 035.

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Red Hat Confidential Information



April 2018

EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



Red Hat Services


SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



[Handwritten Signature]
SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
 P. O: ISL Campus, Saravanampatty
 Bangalore - 561 035.


Tamil Nadu Agricultural University




Tamil Nadu Agricultural University

Technology Business Incubator
Agribusiness Incubation Society

Membership Application





Category B: Farmers' Associations (FPCs & FPOs) and Firms

1. Name : **KG COLLEGE OF ARTS & SCIENCE**
(Company/Organization/Institution)

b) Address : **KG COLLEGE OF ARTS & SCIENCE**
KGISL Campus, Thudiyalur Road
Saravanampatti
Coimbatore-641035

c) Telephone : 0422-4419999

d) Fax : +91-422-266 8955

e) Email : info@kgeas.ac.in

f) Website : www.kgeas.ac.in

2. In case of a firm/farmers association/NGO/ private or public limited company provide the following details

Name and address of the promoter/head of the organization

Dr. R.Anuja
Principal
KG COLLEGE OF ARTS & SCIENCE

Year of establishment : 2005

Nature of business/service
(Provide copy of bye laws/ROC)

Number of employees

Activities and achievements

1

(Enclose brochures and other publications supporting your activities)

Other details (as applicable)

PAN number:

TIN /TNGST number:

SSI registration number

Financial status

Investment and turn over details (as applicable)

Note: Enclose copy of the audited statement for the last year

3. Name of the Authorized signatory	Prof.Dr.R.Anuja
Designation	Principal
Experience	
Address	KG COLLEGE OF ARTS & SCIENCE KGISL Campus, Thudiyalur Road Saravanampatti Coimbatore-641035
Telephone (with STD code)	0422-4419999
Mobile:	93454 97069

4. Business venture interested and details

Farm venture
 New/Innovative venture
 Seed venture
 Food processing venture
 Biofuel venture

Others if any _____

5. Nature of Business proposal in Technology Business Incubator *(details of innovation / business)*

- Objective

- Uniqueness of technology (Product / Process)

- Market potential
- Financial plan (investment and expected returns)
- Time span for commercialization

6. Services expected from TNAU Technology Business Incubator

(Tick the appropriate box and provide details under the respective heads)

Technology transfer

Name of the technology: _____

Training

Name of the training area: Student Entrepreneurship

Field visit

Marketing facilities

7. Any other relevant information

SUPPORT REQUIRED FOR ENTREPRENEURSHIP IN AGRI-BUSINESS

8. Membership fee payment details: (B Category- Rs. 30,000/-)

Cash / Demand Draft

(DD in favour of "Agribusiness Incubation Society" payable at Coimbatore)

DD Number and Date : _____

Name of the issuing bank : _____

Name of the branch : _____

9. Declaration

I/We hereby state that the above-mentioned particulars are true, to the best of my/our knowledge and information. I/we also state that no relevant material fact has been suppressed while applying for the membership of TNAU Technology Business Incubator. I/We am/are aware of all the provisions given under the membership guidelines and abide by the decisions taken by TNAU TBI.



Signature

Dr. R. ANUJA

Name of the signatory

PRINCIPAL

KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035.

Place: COIMBATORE

Date: 31/01/2019

Check list

1. Copy of bye laws/ ROC
2. Brochure/profile of the company
3. Copy of PAN card /TNGST certificate/TIN number details
4. Annual activity report (if NGO)
5. Audited statement for last two years
6. Copy of Voters ID/ Driving License/ AADHAR



Beta Technologies India Private Limited

Memorandum of Understanding

**For Value Added Training at KG College of Arts and Science with
BETA TECHNOLOGIES**

This MOU is made on 08/06/2018 at Coimbatore between **BETA TECHNOLOGIES INDIA PRIVATE LIMITED** having its registered office at 301, Sri Lakshmi complex, Cross Cut Road, Gandhipuram, Coimbatore-641012 , represented by Mr. L.Ramesh,CEO (hereinafter called the "**BETA TECHNOLOGIES**") of the one part, and **KG College of Arts and Science**, situated at, **365, Thudiyalur Road, Saravanamapatti, Coimbatore – 641035** represented by Dr. Ravichandran Rajagopal , Secretary, (hereinafter called the "**KGCAS**") of the other part;

WHEREAS:

1. **BETA TECHNOLOGIES has entered into Open source Technology development programs at Coimbatore.**
2. KGCAS is an educational institution desired to have access to the value added training program conducted by BETA TECHNOLOGIES for its students for their skills development in the area specified in the Annexure.
3. **BETA TECHNOLOGIES has agreed to provide the below mentioned training to the students of KGCAS.**

AND WHEREAS on the faith and strength of such representation and warranty, both have agreed to enter into this Memorandum of Understanding as per the mutually agreed clauses as mentioned below.

1. Course & Schedule:

Course Name	Duration
Odd Semester :	
Art of Electronics	40 Hrs
Arduino	40 Hrs
Embedded Systems	40 Hrs
Even Semester :	
PCB Designing and Fabrication	40 Hrs
VLSI Designing and Verification	40 Hrs
Raspberry pi with IoT	40 Hrs
Matlab	40 Hrs

BETA TECHNOLOGIES will give the printed schedule for the classroom sessions well in advance, as per timings suggested by KGCAS. The institute will ensure that the timings allotted to BETA TECHNOLOGIES remain the same.

2. Study Material and Instructional Material

BETA TECHNOLOGIES will provide kits for all the modules to the students. The kits will be given to the students in parts as per the schedule.

3. Faculty Support

BETA TECHNOLOGIES will ensure that it will provide a Faculty Team to train the students at KGCAS. The Faculty members will also clarify doubts of the students from time to time.

BETA TECHNOLOGIES will ensure that the course will be delivered by the Competent Trainers, and also the trainers handling the classes at KGCAS will not be changed unless until there is a specific need. In such cases BETA TECHNOLOGIES will inform KGCAS well in advance.

KGCAS will not offer any assignments, directly or indirectly, to the BETA TECHNOLOGIES Faculty visiting the KGCAS campus to conduct the program. Strategic issues will not be shared / discussed with the BETA TECHNOLOGIES Faculty, but only with the BETA TECHNOLOGIES Management.

4. Feedback & Assessment

BETA TECHNOLOGIES will give regular feedback about the student's performance to KGCAS as per the schedule. BETA TECHNOLOGIES will not back out of its commitments to the registered students and ensure complete guidance and best quality teaching to all the registered students.

In Addition to the assessment done by BETA TECHNOLOGIES, additional Feedback will be obtained by the Placement Cell, KGCAS and consolidated report of both feedbacks to be jointly submitted to the principal twice in a month.

5. The Financial Terms

The course fee per student for Technical Skill Training will be agreed upon by both the parties based on the schedule and duration of the program. Fees remitted shall neither be refunded nor transferable under any circumstances.

6. Operational Issues

KGCAS will ensure regular attendance from the students enrolled for the program.

7. Validity

This agreement is valid for one year.

8. Modification

The charges, terms and conditions contained in this agreement and annexure are subject to change, alteration or modifications. Such action(s) will be taken by mutual consent of both the parties.

9. Limitation of Remedies

This course is designed specifically for the students to enhance their performance and to develop their technical skills. This course is not associated with any placement program and BETA TECHNOLOGIES does not guarantee or assist for any job placement to any student after the successful completion of the course.

10. General

- a) The classes will be conducted at the premises of KGCAS.
- b) KGCAS shall provide classrooms for about 50 student's capacity as per the schedule of classes aforementioned.

11. Jurisdiction

In all matters and disputes arising hereunder, the appropriate courts in Coimbatore alone, to the exclusion of all other courts, shall have jurisdiction to entertain and try them.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands, seals to this agreement in duplicate on the day, month, year and place first herein above mentioned.

For KGCAS, Coimbatore



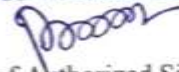
(Signature of Authorized Signatory)
Name: Dr. R. Ravichandran
Secretary

SECRETARY

Date: 12-06-2018
Place: Coimbatore
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035

For BETA TECHNOLOGIES, Coimbatore

For BETA TECHNOLOGIES INDIA PVT. LTD

(Signature of Authorized Signatory)
Name: Mr. L. Ramesh
Head- BETA Technologies

Director