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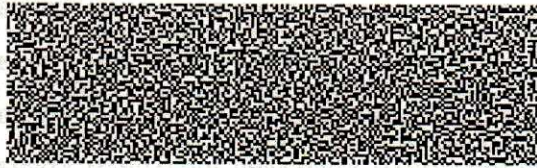
INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

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**Certificate No.** : IN-KA69947917800868U  
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**Purchased by** : CADMAXX SOLUTIONS PVT LTD  
**Description of Document** : Article 37 Note or Memorandum  
**Description** : MEMORANDUM OF UNDERSTANDING  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : MANGALORE UNIVERSITY  
**Second Party** : CADMAXX SOLUTIONS PVT LTD  
**Stamp Duty Paid By** : CADMAXX SOLUTIONS PVT LTD  
**Stamp Duty Amount(Rs.)** : 200  
 (Two Hundred only)



Please write or type below this line

**Memorandum Of Understanding**

This Memorandum of Understanding is made and executed on this 21<sup>st</sup> day of March 2022 (21-03-2022) at Mangalore

BETWEEN:

Mangalore University a Government Institution incorporated on 25<sup>th</sup> June 1986 and having its office at Mangalagangothri, Mudipu - Konaje, Mangalore, Karnataka 574199 India.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





Hereinafter referred to as "**FIRST PARTY**" (Which term shall where the context to so admits be deemed to include their successors in the office and assign) of the ONE PART.

AND

M/S. CADMAXX Solutions Pvt Ltd, a Company registered under the companies Act 1956, Representing by its Director-Skilling, Shri Dodda Basappa V, and having its registered office at #2095, 5th MAIN 9th CROSS. R.P.C. LAYOUT, VIJAYANAGAR. Bangalore-560104.

Hereinafter referred to as "**SECOND PARTY**" (Which term shall where the context to so admits be deemed to include their successors in the office and assign) of the OTHER PART

WITNESSETH AS FOLLOWS:-

Whereas the First Party Mangalore University campus at Mangalagangothri, located about 20 km to the south-east of the historic coastal town of Mangalore, sets the tone for the educational endeavours of the three districts under the jurisdiction of the University. It is a picturesque campus that sprawls over 353 acres, overlooking the confluence of the river Nethravathi with the Arabian Sea on one side, and the cloud-capped Western Ghats on the other. It grew out of a modest Postgraduate Centre of the University of Mysore to become the focal point of an independent University in 1980. The campus, which once housed only three postgraduate departments, now has 26 postgraduate departments, supported by modern infrastructure and experienced faculty. Mangalore University has grown impressively since its inception with 204 affiliated colleges, two constituent colleges (at Mangalore and Madikeri) and five autonomous colleges. The University has established Jnana Kaveri, the PG Centre at Chikka Aluvara, Somwarpet Taluk, Kodagu district, with two departments, and offers 11 postgraduate and two Ph D. programmers.

Whereas Second Party **CADMAXX Solutions Pvt Ltd** was incepted in the year 2010. Cadmaxx is a focused Engineering Organization working with Product Based Companies & Service Providers for Staffing & Placements.



**CADMAXX Solutions Pvt Ltd** is an **ISO 9001:2015** certified organization having spectrum of multi services, with a distinct vision to offer innovative technology services and placement linked skill trainings.

**CADMAXX** is pioneer in the field of Skill development in particularly engineering and IT domain having multiple business centres across the Karnataka State. **CADMAXX** is one of very few companies in India accredited by **National Accreditation Board for Education and Training (NABET)** as a Vocational Training Institute. The Uniqueness of **CADMAXX** is that it has strong industry association for **PLACEMENT SERVICES** and all our skill development training programs are purely based on the market driven needs and demands. **CADMAXX** skill training motto is to transform qualified into skilled workforce.

**CADMAXX** is a National Award-Winning Organization with the following awards to its kitty

- 2014, 2015 & 2016 From Ministry Of MSME, GOI.
- 2018 India SME 100 Award From MSME.
- 2021 TIE Business Award for Service Industry from TIECON.

WHEREAS the First Party will provide Future Skills Training Provided by the **National Skill Qualification Framework (NSQF)** subject/courses as deemed fit for its students or External Students under any or all the initiative of Government of Karnataka to the trainees of First Party after registering them under the guidance of Second Party

WHEREAS the Second Party by agrees to provide services in administrating the entire project as mentioned in the Roles and responsibility further in the document below.

NOW THIS MEMORANDUM OF UNDER STANDING WITNESSETH AS FOLLOWS:-

1. Whereas the First party and Second party has been decided between the parties to this agreement that the Second Party shall provide services to manage vocational trainings under all Skill Development Activities. Party No 1 shall provide necessary infrastructure, facilities, Faculties for imparting the trainings to eligible candidates as attached to this MOU.





2. WHEREAS the vision of this collaboration is to address the career skill gap among student community in and around Dakshina Kannada and also to help them gain a head start In their career through the use of a range of courses and certification programs from National Skill development Corporation (NSDC) and Karnataka Skill Development Corporation (KSDC). The intent is to ensure that the students who cross the academic gates do not lose out due to gaps in Functional and soft skills as required by the industry. The parties agree to use best efforts towards fulfilment of their respective commitments in realizing this Intent as directed by Skill development Corporation of India.
3. WHEREAS each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.
4. WHEREAS all rights, title and interests in and to the material used by second party in the provision of the Services of this Agreement shall exclusively belong to second party any and all Intellectual Property Rights with respect to the Services and the second party Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to second party and First Party shall not be entitled to claim any rights therein. All rights, title and interests in data of First Party shall always remain with First Party. The Second Party shall not be entitled to claim any rights therein. The First Party agrees that Second Party shall have the right to use First Party name in its marketing material and use First Party logo with respect to such listing and for reference purposes related to the said free course only being provided to students of First Party & Its approved institutions. The First Party acknowledges that the provision of the Services hereunder by Second Party shall be on a non-exclusive basis and Second Party shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Cadmaxx from providing such services or performing such obligations to its other clients.

**5. Commencement of agreement and Termination of agreement:**

This MOU shall be valid from the Effective Date and shall remain in force for 3 (three) years from the Effective date, unless terminated earlier by either Party as provided herein below.



Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in 15 days or in between if required.

**Authorised person or authority:**

Point of contact of Mangalore University:

Skill Director (as appointed by Mangalore University)

Point of contact of Cadmaxx: Dodda Basappa V (9900162008)

**6. Obligation, Roles and responsibilities First Party:**

- a. Whereas First Party will complete the Registration on Kaushalkar Portal as Training Partner.
- b. Whereas First Party Provide Details required for creating Training Centre.
- c. Whereas First Party will Approve the Centre Accreditation Affiliation Form (CAAF) submitted by Second Party.
- d. Whereas First Party Communicate with the Govt Officials.
- e. Whereas First Party will Pay the required Fees to the Department.
- f. Whereas First Party will Provide the duly signed copy of Contract Agreement as required by the Department.
- g. Whereas First Party will Conduct Admission Assessments to deserving candidates.
- h. Whereas First Party's responsibility to Procure and Installation of Aadhaar Based Biometric System AEBAS from Govt Approved Vendors
- i. Whereas First Party will take care of Course Delivery/ Training as per Qualification Pack.
- j. Whereas First Party will buy Insurance for TC and as well as enrolled candidates.





- k. Whereas First Party will submit Utilization Certificate (UC) in coordination with Second Party.
- l. Whereas First Party will arrange for Scheduling of Assessment.
- m. Whereas First Party will initiate Announcement of Results and organize Valedictory function for the successful candidates.
- n. Whereas First Party will conduct Placement Activities with the help of Second Party.
- o. Whereas First Party will Maintain the training center as per the standards mentioned in NSDC and KSDC rule books.
- p. Whereas First Party will facilitate the participants/students/ trainees in getting the UID (Unique ID/ Aadhar Card) No. to every enrolled participant/student (Note- UID no. is mandatory)

**7.Obligation,Roles and responsibilities of the Second Party:**

- a. Whereas Second Party will Create Training Centers on Kaushalkar Portal as per the details provided by First Party.
- b. Whereas Second Party will Upload the Centre Accreditation Affiliation Form (CAAF) as per the details provided by Mangalore University.
- c. Whereas Second Party will Attend and get approvals of Training Center at PAC Meetings.
- d. Whereas Second Party will Initiate Collection and submission of fee receipts to the concerned departments.
- e. Whereas Second Party will Collect and submit the Contract Agreement between MU and Govt Departments and collect the Login Credentials.
- f. Whereas Second Party will ensure Submission of Batch approval letters to Department and get the batch approved
- g. Whereas Second Party will ensure Candidate Registration and Batch creation for the shortlisted candidates as shared by First Party.
- h. Whereas Second Party will Start the Batch and monitor daily attendance and upload the same on the portal.
- i. Whereas Second Party will conduct Submission of Form A1 and B1 to local District Skill Development Officer (DSDO).

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- j. Whereas Second Party will Follow up and get the payment done from the department.
- k. Whereas Second Party will conduct Placement Activities and submit the Offer Letters of placed students to DSDO for verification.
- l. Whereas Second Party will Submit all the required documents of the batch to Department and apply for starting new batches (if target is available) or apply for fresh targets.
- m. Whereas Second Party will ensure Submission of Batch approval letters to Department and get the batch approved.
- n. Whereas Second Party will ensure the Conducting the 3<sup>rd</sup> Party Assessments Commencement of training and amenities, Mobilisation, training, faculty, behavior of candidates, controlling authority, placements of candidates

### **8. Force Majeure:**

The failure or omission to carry out or to observe any of the terms/ provision or conditions of this MOU during the continuance of an event of Force Majeure, as hereunder defined, or its effects, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MOU, if the same is caused by or arises out of Force Majeure.

The failure or omission to carry out or to observe any of the terms/ provision or conditions of this MOU during the continuance of an event of Force Majeure, as hereunder defined, or its effects, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MOU, if the same is caused by or arises out of Force Majeure.

To the extent that the event is not within the control of the party whose performance under this MOU is affected, provided that the party so prevented from performance shall notify the other party of the cause and resume performance as soon as it is able to do so. The term Force Majeure, as used in this MOU, shall include, but is not limited to the following events.

War, hostilities, act of public enemy or belligerents, sabotage, blockage, revolution, insurrection, riot or disorder, expropriation, requisition, confiscation, interference by or restrictions of onerous regulations imposed by civil or military of any other authority, whether legal or defect , whether purporting to act under some





constitution, decree, law of otherwise, act of God., fire, earthquake storm, lightning, epidemic/Pandemic quarantine, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

The party affected by force Majeure shall, within seven days of the occurrence/commitment of such, circumstances inform the other party by e-mail and telex/cable/fax about the existence of such circumstances, and in the event of termination of these circumstances, information shall similarly be given.

A declaration issued by the State Chamber of Commerce supported by a documentary proof shall be enough proof of the existence of the above circumstances and their duration, provided that such certificate has not been procured. The occurrence and existence of any of the terms stipulated above shall, not be considered as a waiver of obligation of either party under this MOU and each party shall promptly recommence fulfilling its obligation under the MOU as soon as the Force Majeure circumstances cease. However, the duration of this MOU shall stand extended for a period which is mutually agreeable.

It is expressly agreed that this Clause shall not, however, deprive the parties of any rights or remedies otherwise available in law.

#### **9.AUTHORIZATION:**

Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to hind the other Party. Second Party acknowledges that certain services as Second Party may require services from sub-contractors Like (trainers/transport) for providing services to First Party.

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## 10. Payments terms and conditions:

The funds would be released to First Party by the Skill Department as per the following schedule:

Scenario 1:

Installment	Percentage of total cost of each Batch	Output Parameters
1 <sup>st</sup>	50%	On commencement of Training Batch against all validated candidates after inspection by District Inspection Team within 15 days of commencement.
2 <sup>nd</sup>	30%	On successful assessment and certification of the trainees by Assessment and Certification Body.
3 <sup>rd</sup>	20%	On successful placement of minimum 70% of Assessed Trainees.

- i. That the First Party shall pay 30% of the total gross amount received by First Party from the concerned department for imparting training under any Govt sponsored Skill Development Schemes and on successful completion of the batches and the trenches of payment as received. Second Party will raise invoice Back-to-Back along with the invoice of Mangalore University to the Department. All the transactions will be subject to government policies. First Party will pay the 30% amount, through Account Payee Cheque or RTGS towards the Managed Services Agreement of 30% on the amount received from the department.

Scenario 2:

Full Payment as Per Proposal	Direct transfer	Output Parameters
100%	100%	80% of the 30% would be payable to second party Balance 20% of 30% will be paid upon completion of the batch

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- ii. The amount will be released by First Party to Second Party within 15 working days from the date of receiving the payments from the Department against the submitted Invoices. (\*Taxes as applicable)

**11. CUSTODY OF AGREEMENT:**

This agreement will be made into 2 original copies which would be retained by both the parties.

**12. DEFECTS IN THE LIABILITY OF THE TRAINING:**

**Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

**13. NAME OF PROJECT:**

*Mangalore University Skills Development Program*

**14. BREACH AND CONSEQUENCES:**

If any party ("Defaulting Party") breaches any provision of this Agreement, which may cause damages to other parties ("Non-defaulting Party"), the Non-defaulting Party can notify the Defaulting Party in writing, requesting it rectify and correct such a breach of contract; if the Defaulting Party does not take actions which rectify and correct such breach to the satisfaction of the Non-defaulting Party within fifteen (15) days upon the issuance of the written notice, the Non-defaulting Party can take actions pursuant to this Agreement or other measures in accordance with laws in response

**15. ARBITRATION:**

**Confidentiality:** During the agreement and subsequent operations, by virtue of association, both parties will be exposed to and learn matters or information as well as Intellectual Property, which are trade secrets of the other party. The party owning such information or Intellectual Properties and/ or trade secrets will have the sole





discretion, at any point of time, to decide what its trade secrets are. Each party will treat all such matter and information of the other party as confidential and will closely and earnestly guard against exposure of such trade secrets to any outside entity.

#### **16. JURISDICTION OF DISPUTE:**

In the event of a dispute arising out of or in connection with the terms of this Agreement, then the parties agree to attempt to settle the dispute by engaging in good faith with each other in a process of mediation before commencing arbitration or litigation. The arbitration proceedings, if at all commenced, will be governed by the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final and binding on the parties. The venue of arbitration shall be at Mangalore/ Bangalore only and courts of Mangalore/ Bangalore shall alone have jurisdiction to try any proceeding arising out of the arbitration.

In case any disputes arising between the parties about any connected matter or incidental thereto or with regard to interpretations of terms and conditions or understanding between the parties or any matter connected therewith or incidental thereto then the same shall be referred to the Sole Arbitrator to be appointed by the mutual consent of the parties and the decisions of Arbitrator so appointed shall be final and binding on both the parties.

#### **17. MISCELLANEOUS:**

- i. The First Party will provide Future Skills Training (subject/courses as deemed fit for its students) under any or all the initiative of Government of Karnataka to the trainees of Mangalore University after registering them under the guidance of Second Party.
- ii. That it will be the responsibility of First Party to provide all the infrastructure facilities required to carry out the training successfully.
- iii. It is hereby agreed between the parties to this agreement that this agreement shall be valid up to 31-03-2025 unless renewed by both the parties on mutually agreed terms and conditions. All the pending payments to Second Party must be settled at the time of renewal of this agreement.





- iv. Notwithstanding anything contained in this agreement the terms and condition as agreed will not have an overriding effect over and above guidelines of NSDC and Kaushalkar under Govt. of India and Govt. of Karnataka respectively.
- v. It is further agreed that this agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.
- vi. This is a joint effort training programme by both the parties for conducting Skills Development Programme for the benefit of Mangalore University students.
- vii. The First Party and Second Party are entering into JOINT EFFORT PROGRAM for the purpose of Vocational Training under any Govt. Sponsored projects either by Govt. of India or Government of Karnataka.
- viii. Stamp duty and registration charges, Legal Fees for Drafting and execution of the agreement and other out of pocket expenses shall be borne by the First Party.

#### **18.Language:**

All documents to be furnished or communications to be given or made under this agreement shall be in the English Language.

#### **19.NOTICES:**

Except as otherwise expressly provided therein, all notices and other communications provided for hereunder shall be in writing and shall be transmitted (i) by postage, prepaid registered mail or by internationally recognized courier service or (ii) by facsimile transmission or by mail conformation copies to be sent, to the parties hereto as follows, as elected by the party hereto giving such notice as contemplated above.

Either party may from time to time change its address or representative for receipt of notices or other communications provided for in this agreement by giving to the other not less than 30 days prior written notice.

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**20.AMENDMENT OR WAIVER:**

Neither this agreement nor any of the terms hereof may be amended, changes waived, discharged unless such amendment, change, waiver, discharge or is in writing signed by all of the parties hereto:

No forbearance, indulgence or relaxation of any party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any party of any breach of provision of this agreement shall not be considered as waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this agreement or acquiescence to or recognition or rights and / or position other than as expressly stipulated in this agreement.

**21.ENTIRE AGREEMENT:**

This agreement constitutes the entire agreement between the parties, and supersedes all other agreement and understanding between the parties or any of them

**22.HEADING:**

The headings of the paragraphs of this agreement are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this agreement.

Jurisdiction: This agreement shall be governed by the law as in force in India.

*RB*



IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS MOU AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITEN IN THE PRSENCE OF THE WITNESS ATTESTING HEREUNDER

Signed by - Duly Authorized

Signed by - Duly Authorized

*BB*



For Mangalore University

Name:

Designation:

Date: 21-03-2022



For Cadmaxx Solutions Pvt Ltd

Name: Dodda Basappa V

Designation: Director - Skilling

Date: 21-03-2022

Witness 1.

*[Signature]*

DINESH BALLEGA  
9741900900

Witness 2.

*[Signature]*  
(J. SRIDHAR)



## LOCATIONS

Location No	Address
1	MANGALORE UNIVERSITY CAMPUS
2	ALL APPROVED TRAINING CENTER WITH SKILL DEVELOPMENT AUTHORITY

**Table C: Courses identified for Future Skills Training in Mangalore University**

S.no.	Name of Training Program
1	Business Analytics
2	Data Science
3	IOT
4	AI/ML
5.	Various Other Skill Development Programmes

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**Infrastructure Requirement: to be provided by Party 1** (For 60 Capacity)

S#	Requirement	Description	Qty
1.	Classroom	2 for classroom of 30 capacity each	2
2.	Computer lab	30 capacity for each lab	2

**Training Centre:**

S#	Location	Description	Qty	Remarks
1	Training Centre	Candidate chairs	60	
2	Training Centre	Writing boards	2	
3	Training Centre	Trainer tables	2	
4	Training Centre	Trainer chairs	2	
5	Training Centre	Projectors	2	
6	Training Centre	CCTV with mic	5	
7	Training Centre	Lights ( 1 for every 100 SFT)	20	
8	Training Centre	Ceiling fans ( 1 for every 150 Sft)	10	
9	Training Centre	Candidate chairs for IT Lab	60	
10	Training Centre	Computers	60	
11	Training Centre	Computer tables	60	
12	Training Centre	LAN connection	60	
13	Training Centre	Domain software's (SSC)	60	
14	Training Centre	Office Tables	5	
15	Training Centre	Office chairs	5	
16	Training Centre	Printers	1	
17	Training Centre	Scanner	1	
18	Training Centre	Fire extinguishers	2	
19	Training Centre	First aid kits	2	

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20	Training Centre	RO water purifier	1	
21	Training Centre	Office computers	2	
22	Training Centre	Internet connections	2	
23	Training Centre	CCTV DVR- Capacity as per SOP	6TB	
24	Training Centre	CCTV - external HD for backup	1	
25	Training Centre	AEBAS Biometric	1	
26	Training Centre	CCTV monitor	1	
27	Training Centre	Power backup- as per SOP	1	

**Breakup of Infra: Academic Campus:**

***Classrooms:***

Description	Classroom1	Classroom2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1
Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	1
Candidates desk/chair	30	30

***Labs:***

Description	Computer lab1	Computer lab2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1

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Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	0
Computer table	30	30
Candidate chair for computer	30	30
Computers	30	30
Internet connected computers	30	30

### Brief about Scheme

- The project aims to provide skills development for these students through career mentoring, leveraging online skilling platforms and providing market aligned skills training for employability and inculcating entrepreneurial mind-set,' a release stated. Benefits of the Scheme
- Encourage standardization in the certification process and initiate a process of creating a registry of skills; and
- Increase productivity of the existing workforce and align the training and certification to the needs of the country.
- Successful participants will get Certificate from Government of India and Mangalore University.

### Eligible Beneficiaries:

- In line with the objectives stated above, this Scheme is applicable to any candidate of Indian nationality who:
- Undergoes a skill development training in an eligible sector by an eligible training provider as defined above.
- Is certified during the span of one year from the date of launch of the scheme by approved assessment agencies as defined above.

