



List of collaborative quality initiatives with other institutions

1.	Oracle Academy
2.	Infosys campus connect
3.	Mibiz cyber forensics
4.	Entrepreneurship Development Institute of India
5.	Central plantation crops research institute, Kasaragod
6.	RedHat academy

Your Oracle Academy membership renewal

1 message

12 January 2023 at 22:20

noreply-storeadmin@oal.oraclecloud.com <noreply-storeadmin@oal.oraclecloud.com>
Reply-To: donotreply@oracle.com
To: DIVYAB@vjec.ac.in

Oracle Academy

Dear Divya B:

Your Oracle Academy membership for Vimal Jyothi Engineering College will be renewed automatically on 09-MAR-23. If you wish to continue your membership, no action is required.

If you do not want to renew your membership, you will need to cancel your auto renewal by 09-MAR-23.

To cancel your automatic renewal, complete the following steps:

1. Sign into Oracle Academy Store.
2. Select the "I do not want to renew" option.
3. Confirm. Your membership will end on 14-MAR-23.



Divya B CSE <divyab@vjec.ac.in>

Your Oracle Academy membership has been renewed

1 message

noreply-storeadmin@oal.oraclecloud.com <noreply-storeadmin@oal.oraclecloud.com>
Reply-To: donotreply@oracle.com
To: DIVYAB@vjec.ac.in

8 March 2023 at 22:35

Oracle Academy

Dear Divya B:

Your Oracle Academy membership renewal order for Vimal Jyothi Engineering College has been processed. Information about your renewal is below.

Membership Details

- **Order Number:** 40830407
- **Oracle Support Identifier:** 21079693
- **Order Date:** 08-MAR-23
- **Institution Name:** Vimal Jyothi Engineering College
- **Membership Start Date:** 14-MAR-23
- **Membership End Date:** 12-MAR-25

Description

- **Academy Software Bundle**
- **Oracle Premier Support**

Support Identifier(SI) Information

You will receive an alert when your SI is active for My Oracle Support access. For more information regarding Oracle Support, visit Oracle Support Resources.

If you have any questions please contact us. Thank you for renewing your membership.



VIMAL JYOTHI ENGINEERING COLLEGE

JYOTHI NAGAR, CHEMPERI - 670632, KANNUR, KERALA

Affiliated to APJ Abdul Kalam Technological University
Approved by AICTE • ISO 9001:2015 Certified
Accredited by Institution of Engineers (India), NBA, NAAC



Infosys | Campus Connect

Renewal of Memorandum of Understanding (MOU)

Of Campus Connect Program

Infosys and Vimal Jyothi Engineering College, Chemperi had entered a Memorandum of Understanding (MOU) on 20-Jan-14 with respect to enriching the technical education process and to jointly work for enhancing the quality of education imparted to students, faculty and management of selected colleges of the University related to the field of Information Technology (IT). This MoU was subsequently renewed on 19-Jan-16, 18-Jan-18, 17-Jan-20. The term of MOU is expired on 16-Jan-22. The parties wish to extend this MOU for further period of Two (2) Years, and therefore agree the term of the MOU till 15-Jan-24.

The Campus Connect MoU has undergone some modifications. The modified version is given along with this. The terms and conditions of the partnership are detailed out in the MoU.

Date: 12/April/22

Place: Bangalore

Name: Sundar K S

Designation: Associate Vice President & Head, Campus Connect

Education, Training & Assessment Dept., Infosys Ltd.

Date: 23/3/2022

Place: Chemperi

Name: Dr. Benny Joseph

Designation: Principal

Signature:

Infosys Limited

Electronic City, Hosur Road,

Bangalore - 560100

Associate Vice President

Infosys Limited

Head Campus Connect Education

Training & Assessment

44, Electronic City, Hosur Road

Bangalore - 560100, India

Authorized Signatory:

23/03/2022
DR. BENNY JOSEPH

PRINCIPAL

Institute Name: Vimal Jyothi Engineering College

CHEMPERI, KANNUR DT, KERALA-670632

Institute Seal:

Dated: 23/03/22



VIMAL JYOTHI ENGINEERING COLLEGE

JYOTHI NAGAR, CHEMPERI – 670632, KANNUR, KERALA

Affiliated to APJ Abdul Kalam Technological University
Approved by AICTE • ISO 9001:2015 Certified
Accredited by Institution of Engineers (India), NBA, NAAC



NATIONAL BOARD
of ACCREDITATION

NBA: E.TECHNICAL COLLEGE



NAAC ACCREDITED

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and Vimal Jyothi Engineering College, Chemperia university / engineering college committed to educational excellence having its office VIMAL JYOTHI ENGINEERING COLLEGE, JYOTHI NAGAR, CHEMPERI P O, KANNUR-670632 (hereafter referred to as "Partner").

RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Intentionally Omitted
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any

5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party.
9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.
10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received: -
 - (i) If sent by registered mail, three (3) days after posting;
 - (ii) If by hand, on the day of delivery; and
 - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.

15. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys current or previous employees.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Indemnity:
 Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys fees, arising out of or in connection with any alleged or actual:
 - a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
 - b. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;
19. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.
20. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.
21. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.

- 22. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- 23. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdictions laws.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 12/April/22

Place: Bangalore

Name: Sundar K.S

Designation: Associate Vice President &Head-,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Signature:



Authorized Signatory
For Infosys

Seal:

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India

Date: 23/3/2022

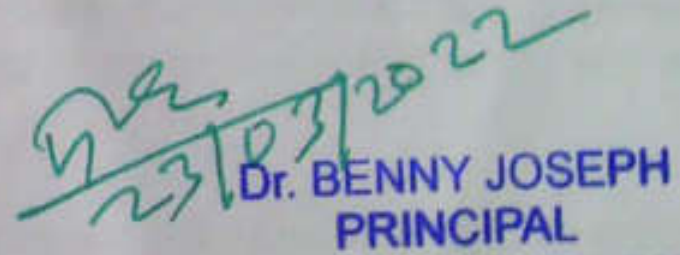
Place: Chemperi

Name: Dr. Benny Joseph

Designation: Principal

Institute: Vimal Jyothi Engineering
College, Chemperi

Signature:



Dr. BENNY JOSEPH
PRINCIPAL

Authorized Signatory
For Partner VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI, KANNUR DT, KERALA-670632

Seal:



ANNEXURE I**PURPOSE / SCOPE OF THE COLLABORATION:**

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills / professional skill training to the students. The scope and contents of courses / training programs will be decided by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

Student / Education

1. Publish Infosys courseware on the digital platform and provide access
2. Offer Infosys certifications
3. Technical seminar/webinar for students on niche technology areas
4. Provide SME to deliver sessions in conferences at the national/ international level in the college / Seminars/ Contests based on availability
5. Increase employability by providing technical and soft skills training
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft/professional skills
 - c. Student webinars/workshops/events aimed at preparation to Infosys certifications subject to demand and availability of Infosys SME
6. Visit to Infosys Development Centres based on availability and guidelines prescribed by the respective development centers of Infosys.

Faculty

1. Sharing of Industry oriented-courseware
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft skills
2. Faculty Enablement Programs
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Elective subjects/trending IT areas
3. Provide SME sessions for selected niche technology areas subject to demand and availability of SME from Infosys

University / College

1. Infosys electives/microcredit courses for educational institutions will be provided by Infosys wherever applicable. The list will be updated as per latest technology trends and needs of colleges.
Note: Colleges can choose from among the provided elective/microcredit course areas
2. Strengthen relationship with Universities / Colleges through collaborative meetings and events

3. Work with education bodies / universities to induct the industry relevant curriculum into the college curriculum through BOS or academic council meeting.

Metrics for MoU Renewal:

Note : Weightages are attached to each of the activities.

Sl No	Item	Minimum Number / Volume (in two years)	Weightage
1	Infosys certification / completion of courses on Infosys digital platform	Active learning with considerable learning time by students and faculty members on the Infosys digital platform	30
2	Infosys suggested Industry Elective / microcredit / professional skills programs	Students and faculty to adopt the mentioned courses/certifications and clear them	30
3	Faculty Enablement Program (FEP) / Industry Visits / Seminars / Webinars / Student Workshops / SPOC meetings	Active participation in events conducted by Infosys	20
4	Consumption of Digital content on Infosys digital platform	Active consumption of content by learners of educational institutions	20
			100

MOU Renewal Criteria:

The actual weightage for a college would be decided by Infosys team based on the participation of the colleges in the given activities. Institutes should achieve a minimum of 65% to qualify for renewal of the RMOU.

ANNEXURE II**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Nondisclosure Agreement ("Agreement") is formed between Vimal Jyothi Engineering College, Chemperi ("Recipient/Vendor") and Infosys Limited ("Discloser") to share Confidential Information for the purpose of assessing information and documents shared by Infosys for enhancing quality of the educational experience of students ("Purpose")

AGREEMENT

1. Infosys shall be a Discloser of Confidential Information under this Agreement.
2. Confidential Information means information of Infosys that is not generally known to the public, identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Discloser relating to the Business. Oral, visual or written communication made to each other shall be considered to be Confidential.
3. The Recipient may disclose Confidential Information only to (1) its employees, agents, subcontractors; (2) entities controlled by, under common control or controlling it; (3) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser and (4) those who have an obligation not to further disclose the Confidential Information.
4. The term of this Agreement shall be co-terminus with MOU. The obligations stated in this Agreement shall survive for perpetuity post termination or expiration of this Agreement. Upon the request of the Discloser all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Discloser or destroyed by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.
5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Disclosers Confidential Information as it uses with its own Confidential Information and will use the Disclosers Information only for the purpose for which it was disclosed.

6. This Agreement will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the Recipient without any confidentiality obligation, (iii) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; is (iv) is independently developed by the Recipient or (vi) is authorized by the Discloser for release.
7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.
8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.
9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Bangalore, India.
10. Discloser may terminate this Agreement by providing thirty (30) days written notice to the Recipient. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.
11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.
12. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors.

This Agreement is the entire agreement regarding the use and disclosure of Confidential Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original.

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date listed below.

EFFECTIVE DATE: 16-Jan-22

Vendor: Vimal Jyothi Engineering College, Chemperi

Signature:

23/03/2022
DR. BENNY JOSEPH
PRINCIPAL

Name: Dr. Benny Joseph

VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI, KANNUR DT, KERALA-670632

Title: Principal

Date: 23/3/2022



Infosys Limited

Signature: _____

Name: Sundar K S

Title: Associate Vice President & Head,
Campus Connect Education,
Training & Assessment Dept., Infosys Ltd.

Date 12/Apr/22

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India

MoU signing between

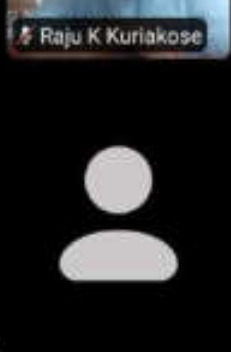
19th January 2021



VIMAL JYOTHI ENGINEERING COLLEGE

&

KOOKMIN UNIVERSITY Seoul, South Korea



Memorandum of Understanding (MoU)

Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', programme

This Memorandum of Understanding (MoU) (hereinafter referred to as "Consortium Agreement") made and entered on this Monday, 09th day of August, 2021.

BETWEEN

Organization:	Alina & Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory]
CIN / Registration:	U74999KL2017PTC050830
Incorporation Date:	23-10-2017
Address:	Research & Development : G3B, Thejaswini Building, Technopark Campus, Thiruvananthapuram, Kerala - India - 695581 Cyber Forensics Laboratory: TRIDA Kedaram Shopping Complex, Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004
Phone Number:	+91 471 2726777
Mobile Number:	+91 9387822966 / 9656205500
Email Address:	info@mibizsys.com
Website:	www.mibizsys.com
Contact Person:	Reji Vasanth V. J., Chairman & Managing Director www.rejivasanth.com
Introduction:	Mibiz Cyber Forensics Laboratory is a company registered with the Department of Industrial Policy & Promotion (DIPP) and it functions as a Non-Stop unit under the Software Technology Parks of India (STPI). The Company has been incubated from the Kerala Startup Mission (KSUM) ecosystem and it received Seed Fund assistance from the Kerala State Industrial Development Corp (KSIDC) & the Project is funded by the Kerala Financial Corporation (KFC). The Centre for Development of Advanced Computing (C-DAC) the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY), Government of India is one of Mibiz Cyber Forensics Technology solution providers. Mibiz is a Member of the Confederation of Indian Industry (CII).
Services:	Mibiz Cyber Forensics Laboratory provides innovative fast track service(s) in Cyber Security, Investigation & Intelligence. Mibiz Cyber Forensics Laboratory services include Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training.

(hereinafter referred to as "LEAD PARTNER" which expression shall mean and include its successors and permitted assigns.),

AND

Institution:	VIMAL JYOTHI ENGINEERING COLLEGE
CIN / Registration:	1-2905851 (PERMANENT ID WITH AICTE)
Incorporation Date:	N.A.
Address:	JYOTHI NAGAR, CHEMPERI P.O., KANNUR, KERALA, INDIA - 670632
Phone Number:	04602212240
Mobife Number:	9496709490
Email Address:	principal@vjec.ac.in , jeethuthomas@vjec.ac.in
Website:	https://www.vjec.ac.in
Contact Person:	Dr JEETHU V. DEVASIA
Introduction:	An educational project of the Archdiocese of Thalassery established in the year 2002
Services:	Education

(hereinafter referred to as "SECOND PARTNER" which expression shall mean and include its successors and permitted assigns.),

WITNESSETH

LEAD PARTNER and SECOND PARTNER have entered into a Consortium Agreement, The matters mentioned in the Consortium Agreement are not expressly mentioned in this agreement, but shall form part of this agreement unless specifically excluded or provided otherwise in this agreement.

WHEREAS, LEAD PARTNER, Alina & Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory] is engaged in Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training business activity.

WHEREAS, SECOND PARTNER, VIMAL JYOTHI ENGINEERING COLLEGE is a company having experience in the area of EDUCATION.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, LEAD PARTNER and SECOND PARTNER hereto agree as follows



ARTICLE 1. DEFINITIONS

The terms stated below have the following respective meanings within this Agreement unless the context results in a different meaning.

- (a) "PARTY" and "PARTIES" shall mean LEAD PARTNER and SECOND PARTNER individually and collectively as the context may require.
- (b) "CONSORTIUM AGREEMENT OR THIS AGREEMENT" means the agreement between LEAD PARTNER and SECOND PARTNER for undertaking the business in the form of consortium agreement
- (c) "Memorandum of Understanding (MoU)" in the form of Consortium Agreement" shall mean this present Agreement and shall include any subsequent written modification and amendments thereto.

ARTICLE 2. OBJECT, ROLES & RESPONSIBILITIES

Mission

Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', the programme should create a Vibrant Knowledge Consortium - developing & maintaining a successful talent pool.

Mission to create "Knowledge economy" "Enlightened Citizenship"

2.1 ROLE AND RESPONSIBILITY OF LEAD PARTNER

Object

To provide Mentorship & Career Guidance support.

To carry on an Internship for B.Tech Computer Engineering students in Cyber Forensics.

To provide Institutional Priority for Internship.

To provide a mutually beneficial Master service Agreement, Technological support in establishing & managing a well-equipped state of the art Cyber Forensic Laboratories (CFL), support in procuring Hardware & Forensic Tools [Indigenous & International], Human Resource, Course & Syllabus design [Curriculum] as per the AICTE/UGC guidelines for B.Tech Computer Engineering students on Security Awareness, Skill Development and Training program

To provide support for students in doing Project works.

To provide Placement support for students of B.Tech Computer Engineering Students.

The Duration of the Internship Program is for 4 weeks with a fee of Rs.5999/- per student [subject to revision annually] for which the LEAD PARTNER will hold the sole responsibility.

Any other role or responsibility as may be mutually agreed.



2.2 ROLE AND RESPONSIBILITY OF SECOND PARTNER

Object

The SECOND PARTNER has agreed to motivate the students to join the internship program for which the LEAD PARTNER will render all assistance.

To provide support in Campus Interview & Recruitment of B.Tech Computer Engineering Students.

To provide a Platform (Infrastructure and other resources) for conducting seminars and faculty workshops in the college.

Any other role or responsibility as may be mutually agreed.

ARTICLE 3. GENERAL TERMS

3.1 Confidential Information means the terms and conditions of this Agreement, any data which may reasonably be considered to be secret or confidential, commercial, financial, marketing or technical information, know-how, trade secrets or other information relating to a Party, in any form or medium, whether disclosed orally or in writing before or after the date of this Agreement and whether or not marked as 'confidential', together with any reproduction of such information in any form or medium, or any part of this information.

3.2 Applicable Laws means the laws and regulations of the Republic of India.

3.3 Good Industry Practice shall mean the Partner acting in good faith to perform its contractual obligations under this Agreement and, in so doing, exercising the degree of skill and care that would reasonably and ordinarily be expected from a skilled and experienced institution/organization.

3.4 Intellectual Property Rights means copyright, computer code or scripts (whether compiled or not in any computer language or program), database right, patents whether registered or applications, utility models, registered and unregistered design rights, registered and unregistered trademarks or service marks, trade names, domain names, inventions, all rights in computer software and data, confidential information, trade secrets, performance rights and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above, including all registrations, applications, renewals, extensions, continuations, divisions and re-issuances associated therewith which may subsist anywhere in the world.

3.5 Territory means the Republic of India.

3.6 Data protection To the extent that any data protection, privacy or similar laws or regulations apply to this Agreement and the performance of the obligations under it, each Party agrees to be bound by, and comply with, the provisions of such Applicable Laws.

ARTICLE 4. COMMUNICATION TO THE PARTIES

Irrespective of whether this is expressly specified in each individual case, all communications which are necessary or permitted with regard to this Agreement and the business are to be affected in writing, i.e. via letter, telex or telegram. These communications are to be forwarded to the following addresses;



LEAD PARTNER

Mibiz Cyber Forensics Laboratory, TRIDA Kedaram Shopping Complex,
Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004

SECOND PARTNER

VIMAL JYOTHI ENGINEERING COLLEGE, Jyothi Nagar, Chemperi P.O., Kannur, Kerala,
INDIA - 670632.

Any change in the above addresses shall be communicated to other Parties in writing.

ARTICLE 5. CONFIDENTIALITY

(a) All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.

Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and whilst the Agreement is in force and for five (5) years after the termination of the Agreement, shall:

- (i) Not disclose it, except to any Authorized Person where strictly necessary to fulfil the purpose of this Agreement;
- (ii) Keep it in a safe and secure place and use reasonable measures to prevent unauthorized access, destruction, corruption or loss;
- (iii) Not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- (iv) Notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorized person;
- (v) Upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- (vi) Inform its Authorized Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party's Authorized Persons shall be treated as if they were the acts or omissions of the relevant Party itself.

ARTICLE 6. TERMINATION

6.1 This agreement is for five years. This agreement can be renewed either with the same terms or with fresh terms and conditions, at the expiry of five years, from the date of this agreement.

- (a) either Party shall have the right to terminate this Agreement by giving **15(fifteen) days written notice to the other Parties** if that other Party or Parties voluntarily or otherwise commits a material breach of any of the terms and conditions of this Agreement, provided that if the breach is remediable, the right aforesaid shall be exercisable only if the breach is not remedied within **45 (forty-five) days** of a written notice requiring to remedy the same;

ARTICLE 7. MISCELLANEOUS

1. The official language of this Agreement is English.



All documents and other papers of importance which relate to the Company shall be drawn up in English language and shall be binding upon the Parties. Correspondence among the Company and the Parties in the course of daily business shall be conducted in the English language.

ARTICLE 8. MODIFICATIONS

Agreement shall not be altered modified or supplemented except with the prior written approval of the Parties hereto.

ARTICLE 9. INDEPENDENT PARTIES

Parties shall act in all matter pertaining to this Agreement as independent parties and nothing contained herein shall constitute either as the agent or as the partner of the other Parties and does not give any Party power to represent the other Parties hereto.

ARTICLE 10. CONDITIONS PRECEDENT

This Agreement shall take effect only after all the following conditions precedent have been fully satisfied.

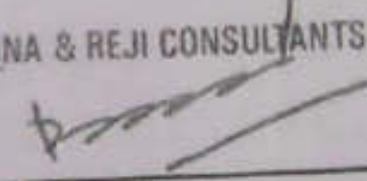
- 1) This Agreement has been executed by the Parties and the following approvals have been obtained;
- 2) Approvals required to enable the agreement to undertake activities contemplated by this Agreement by the respective Parent Company.
- 3) Agreement has been approved by formal resolutions of the Parties and the signatory to this agreement has been authorized to execute the agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first hereinabove written.

LEAD PARTNER	
Name	Reji Vasanth V. J
Position	Chairman & Managing Director


10-08-2021
Date of signature

For ALINA & REJI CONSULTANTS INDIA PVT LTD


Signature Chairman & Managing Director

SECOND PARTNER	
Name	Fr. JAMES CHELLAMKOTTU
Position	MANAGER

10.08.2021
Date of signature


Signature
MANAGER
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670632,
KANNUR DIST.





ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA

Near Village Bhat, Via Ahmedabad Airport & Indra Bridge, P.O. Bhat - 382 428, Dist. : Gandhinagar, Gujarat, India.

Tel. : +91-79-23969153, 23969158, 23969159, 23969161

E-mail : info@ediindia.org

Telefax : +91-79-23969164

Website : www.ediindia.org

Prakash Solanki

Faculty & National Project Coordinator

EDII/DST-NIMAT/19-20/RLS-I/576

Date: 10/12/2019

SPEED POST

Dr. Benny Joseph

Principal

Vimal Jyothi Engineering College

State Highway 59, Jyothi Nagar

Chemperi

Kannur - 670 632

Kerala

Kind Attention: L. Cdr. (retd) Raju K. Kuriakose, Associate Professor & Head (Department of Mechanical Engineering)

Dear Sir,

Sub: 1st Installment of Programme/s Sanctioned under DST-NIMAT Project 2019-20

This is with reference to the Agreement signed between EDII and your organization for conducting programme(s) under DST-NIMAT Project 2019-20 to create techno-entrepreneurs and resource persons through Entrepreneurship Development Programme Agency.

As per the Agreement, 80% of the sanctioned amount per programme is to be released before commencement of the programme(s). Accordingly, Rs. 32000/- has been credited in your bank account on 06/12/2019. The detailed brake-up of the total amount is as following:

Sr. No.	Programme / Activity	No. of Programme Sanctioned	1 st Installment per Programme (Rs.)	Total Amount of the Programme (Rs.)
1	EAC	2	16000/-	32000/-
			Total	32000/-

You are requested to please send us the receipt for the same.

Thanking you, with regards

Yours sincerely,

Prakash Solanki

Encl: 1) Copy of Agreement, 2) Copy of T & C

DST - NIMAT PROJECT 2019 - 20

Implemented by:
Entrepreneurship Development Institute of India (EDII), Ahmedabad

Under the aegis of:
The National Science & Technology Entrepreneurship Development Board, DST, Govt. of India

Agreement between EDII and Programme Implementing Agency (PIA)

Entrepreneurship Development Institute of India (henceforth referred to as EDII) having its Head Office at Village & P.O. Bhat 382 428, Dist. Gandhinagar (Gujarat) and
Vimal Jyothi Engineering College, Chempet, Kannur
Kerala - 670632

[Name & address of the Programme Implementing Agency (PIA)] hereby enter into the following Agreement on 25/9/19 (Date) at Kannur (Place).

Dr. Benny Joseph, Principal (Name of the PIA)
has agreed to conduct 2 EAC(s) / 0 FDP(s) / 0 WEDP(s) / 0 TEDP(s) / 0 FDP(s). The programme (s)/ activity are to be conducted as per the terms and conditions enclosed.

General Guidelines

1. The grant being released should be exclusively spent on the specified purpose for which it has been sanctioned within stipulated time. Any unspent balance out of the amount sanctioned would be surrendered to EDII, Ahmedabad. Carry forward of unspent funds to the next financial year for utilisation for the same purpose may be considered only with the specific approval of the EDII, Ahmedabad.
2. The Programme Implementing Agency will furnish progress report of the work on the programme from time to time. In addition, appropriate persons may visit the Programme Implementing Agency periodically for ascertaining the progress of work and resolve any difficulties that might be encountered in the course of implementation. During the progress of the project, the PIA will provide all facilities to the Visiting Persons. On completion of the programme, consolidated report of the work done on the subject in a bond form shall be sent to EDII, Ahmedabad.
3. The Programme Implementing Agency shall furnish to EDII, Ahmedabad, Utilisation Certificates (copy enclosed) and an Audited Statement of Accounts pertaining to the grant within three months of completion of the programme / activity sanctioned.
4. The Programme Implementing Agency will maintain separate audited accounts for this project. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest earned should be reported to the EDII, Ahmedabad. The interest thus earned will be treated as a credit to the PIA and the same to be refunded to NSTEDB through EDII.
5. The Programme Implementing Agency will not outsource the work for which the grant is being sanctioned. In case the PIA itself is not in a position to execute or complete the project, it would be required to refund the entire amount of grant-in-aid received by it to EDII, Ahmedabad.



[P.T.O.]

Now in witness whereof the parties to this present have here unto signed in this respective names and affixed their respective seal, the date and the year herein above written.

Signed, Sealed and Delivered by:

For [Signature]
(Programme Implementing Agency)
PRINCIPAL
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 679 453

For [Signature]
(EDII)
S. B. Sareen
Project Director, DST-NIMAT



Place: **Kannur**

Date: **25.9.19**

Witnesses:

1. Signature: [Signature]
(on the behalf of the PIA)
Name & Address of the Witness: [Signature]
25/9/19
1. **Rtd. Cdr. Raju K. Kurikase**
HOD/ME
2. **Dr. P. Sridharan** **ASP/ME**

2. Signature: [Signature]
(on the behalf of EDII)
Name & Address of the Witness:
- Prakash Solanki**
Faculty & National Coordinator
Entrepreneurship Development Institute of India





കേരളം കേരल KERALA

BT 797331

MATERIAL TRANSFER AGREEMENT

1. THE AGREEMENT

1.1 THIS AGREEMENT is made and entered into on this 5th day of February 2019.

BETWEEN .

1.2 Central Plantation Crops Research Institute, Kasaragod, a constituent unit of the Indian Council of Agricultural Research, KrishiBhavan, 1, Dr. Rajendra Prasad Road, New Delhi-110001 hereinafter referred to as Institute or ICAR-CPCRI represented by its authorized representative as the FIRST PARTY.

AND

1.3 Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur – 670632, Kerala represented by its authorized representative as the SECOND PARTY

PRINCIPAL

VIMAL JYOTHI ENGINEERING COLLEGE

2168 CHEMPERI-670632

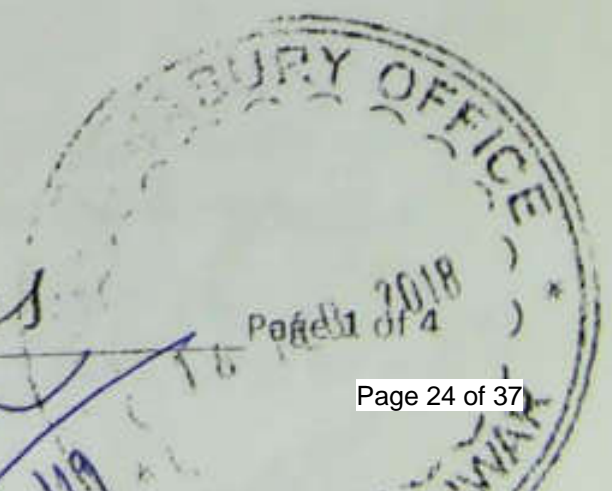
ICAR-CPCRI

Principal CPCRI

Kasaragod

One hundred and

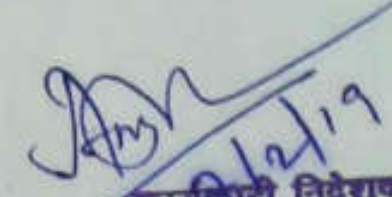
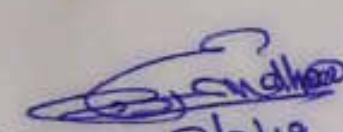
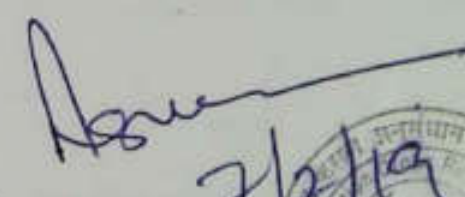

Page 1 of 4



I/We **Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur – 670632, Kerala** agree to abide by the following terms of the MTA and certify that:

- i) The germplasm MATERIAL (S) / (Bacteria – *Bacillus subtilis*) transferred herein as above shall be used only for the purpose of research under my/our direct/close supervision and will not be used for commercial purposes or profit making whatsoever, without prior written approval of the ICAR-CPCRI, Government of India as the case may be. The importer/recipient (Second party) agrees to provide a concept note of research project in which the MATERIAL(S) (Bacteria - *Bacillus subtilis*) will be used, including the manner in which to be used. The importer/recipient (second party) agrees to cease any use of the material in case of suspension of research project at the instance of either party or due to factors beyond the control of either party. Upon such suspension of further research work, both parties will mutually agree for adopting a suitable provision for their preservation. In case of failure of the parties to arrive at an agreement, the materials including derivatives will be destroyed upon 90 days notice from ICAR-CPCRI.
- ii) All information and material supplied by ICAR-CPCRI shall be deemed to have been disclosed or provided to the recipient in confidence. The recipient agrees to preserve the confidential status of the material and information.
- iii) The germplasm MATERIAL(S) / Bacteria (*Bacillus subtilis*) or its (their) part(s), components or derivatives (including live or dead cells/Bacteria (*Bacillus subtilis*)/DNA) that can be used to retrieve whole DNA/fragment or sequence or any other genetic information shall not be distributed or transferred to any third country/party, except those directly engaged in research under direct supervision of the recipient (second party), with prior written approval of the ICAR-CPCRI, Government of India as the case may be.
- iv) Any development of commercial product based on research on genetic improvement shall not be undertaken without written consent of ICAR-CPCRI, Government of India as the case may be. Modalities of undertaking any such work will be worked out before its conduct.
- v) If any third country/party is to be associated with any commercial development arising out of the microbial germplasm accessed, permission from ICAR-CPCRI shall be sought.
- vi) The recipient agrees to acknowledge explicitly the name, original identity and source of the material, if used directly or indirectly, in all research publication(s)

- or other publications, such as, monographs, bulletins, books, etc. and shall send a copy of each of the publications to the ICAR-CPCRI.
- vii) The recipient agrees to supply the feedback information on the performance/utilization/research outcome of the material(s) to the ICAR-CPCRI.
- viii) The recipient agrees not to claim any intellectual property right over the MATERIAL(S) / Bacteria (*Bacillus subtilis*) received including its related information and knowledge without prior written approval of the ICAR-CPCRI, Government of India as the case may be.
- ix) The intellectual property protection or benefit sharing in respect of derivatives of the material(s) / Bacteria (*Bacillus subtilis*) received/accessed, where applicable, shall be as per the Indian IPR/Biodiversity laws.
- x) The recipient agrees to hold the entire responsibility for the quarantine/SPS clearance of the material accessed as specified herein above. The recipient shall abide by the biosafety guidelines of Not Applicable (Name of the importing country/organization) and shall not hold ICAR-CPCRI, Government of India responsible for any identity/quality/viability/ purity/quarantine/biosafety related or any other related matter/hazard that may be attributable to the release of genetic material/resource accessed as specified in this Agreement. The recipient agrees to hold entire responsibility for the importer/ indenting country's biosafety and other related hazards due to release of genetic material. The recipient agrees waive all claims against ICAR-CPCRI, Government of India and to defend ad indemnify them from all claims and damages/recoveries arising from the use, storage or handling of the material.
- xi) The recipient also agrees that the material is for experimental use and is being supplied without any warranties, whatsoever.
- xii) The MTA is non-assignable and non-exclusive. The recipient agrees to abide by any other conditions that may be set in and conveyed to them from ICAR-CPCRI in respect of this germplasm access/exchange or any Law, Rules, Regulations, etc. enacted by Government of India from time to time.
- xiii) In case of any dispute between the parties to this MTA, the dispute shall be referred to the Sole Arbitrator to be appointed by the Secretary, DARE, Government of India. The decision of the Sole Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be in New Delhi.

AGREED RECIPIENT	PROVIDER
<p>Authorised Officer's Name: Dr. Benny Joseph</p> <p>Designation: Principal</p> <p>Organization/Institute/University Address: Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala</p> <p>Signature:  Date: 7/2/19</p> <p>PRINCIPAL VIMAL JYOTHI ENGINEERING COLLEGE CHEMPERI - 670 632</p>	<p>Authorised Officer's Name: Dr. Anitha Karun</p> <p>Designation: Director</p> <p>Organization/Institute/University Address: Central Plantation Crops Research Institute, Kudlu (P.O), Kasaragod - 671124</p> <p>Signature:  Date: 7/2/19</p> <p>कार्यकारी निदेशक Acting Director आ.कृ.अनु.प-केंद्रीय रोपण फसल अनुसंधान संस्थान ICAR Central Plantation Crops Research Institute कुडलु पोस्ट, कासरगोड - 671124, केरल Kudlu P.O., Kasaragod-671124, Kerala</p>
<p>Recipient Scientist/Person's Name: Mr. Biju Mathew</p> <p>Designation: Associate Professor & Head Department of Civil Engineering</p> <p>Organization/Institute/University Address: Vimal Jyothi Engineering College, Jyothi Nagar, Chemperi, Kannur - 670632, Kerala</p> <p>Signature:  Date: 7/2/19</p> <p></p>	<p>Provider Scientist/Person's Name: Dr. Alka Gupta</p> <p>Designation: Principal Scientist (Microbiology) Division of Crop Production</p> <p>Organization/Institute/University Address: Central Plantation Crops Research Institute, Kudlu (P.O), Kasaragod - 671124</p> <p>Signature:  Date: 7/2/19</p> <p></p>

DEFINITIONS

Extract from Section 3(2) of BDA -2002-

- a) A person who is not a citizen of India;
- b) A citizen of India, who is a non-resident as defined in clause (30) of Section 2 of the Income Tax Act, 1961 (43 of 1961);
- c) A body corporate, association or organization-
 - (i) not incorporated or registered in India under any law for the time being in force
 - (ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

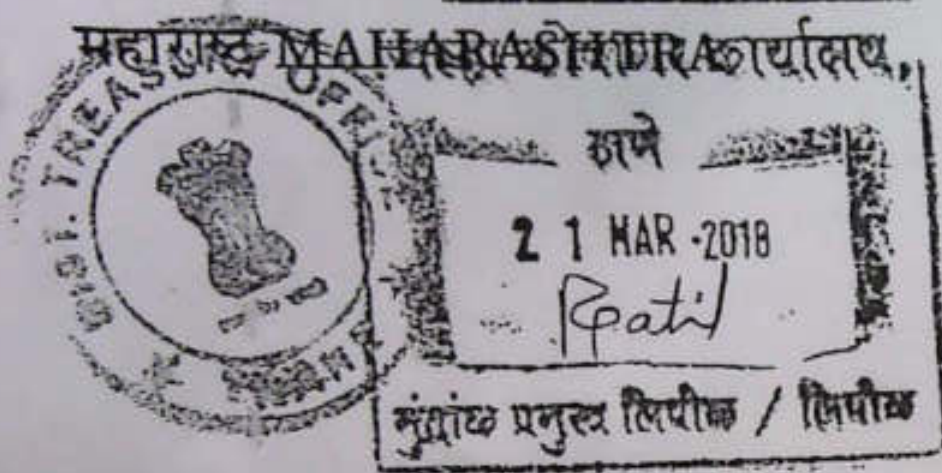


FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

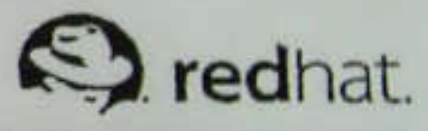


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PARTNER ACCEPTANCE DOCUMENT
INDIA

A-201, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com

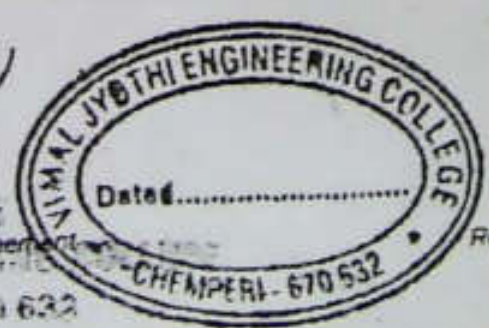


Company name: Vimal Jyothi Engineering College	Contact Name: Abhijeet Roy
Address: Vimal Jyothi Engineering College, Chemperi, Kannur (Dt), Kerala- 670632	Email: aroy@redhat.com
Contact name: Dr. Benny Joseph	Tel.no. +91 -22-61147588
Email: bennyjoseph@vjec.ac.in	Fax: +91-22-61147599
Telephone: 04602212240-130	

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.

[Signature]
PRINCIPAL
VIMAL JYOTHI ENGINEERING COLLEGE
(India)
CHEMPERI - 670 632



Page 1 of 8
Red Hat Confidential Information

December 2015

22 MAR 2018

जोडपत्र - २
मुद्रांक विक्री नोंदवही अनु. क्रमांक २३२५६६ दिनांक
दस्ताचा प्रकार Agreement
दस्त नोंदणी करणार आहेत का? :- होय / ना ही
मिळकतीचे थोडक्यात वर्णन Red Hat India Pvt. Ltd.
मुद्रांक विकत घेणा-याचे नांव A. 21
हस्ते असल्यास त्याचे नाव, पत्ता Nilesh Valnekar
सही
दुस-या पक्षकाराचे नाव GLS
मुद्रांक शुल्क रक्कम 500/-
परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)
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 वापरणे बंधनकारक आहे.

Pragati City (Belland Colage)
Mumbai - 400 001 (Kandivli)
Tel: 022 - 2591 8828

Applicable Program Appendices	Program(s)	Location of Program Terms
<i>(mark all that apply)</i>		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions <i>(choose only one)</i>	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Vimal Jyothi Engineering College

Signature *[Handwritten Signature]*

Printed Name _____

Title _____

Date _____

Red Hat India Private Limited

Signature _____

Printed Name _____

Title _____

Date _____

Red Hat Partner Agreement
(India)

[Handwritten Signature]
PRINCIPAL
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670 632



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.**

"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.

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

"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.

"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.

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

"Manuals" means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

"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 Fee" shall mean the per Student per Course fee set forth in Exhibit A of this Appendix, if applicable.

"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.



"Technical Training" means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course

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 Instructor and one (1) copy per Student; (b) Curriculum are provided solely for the use by Instructors 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 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, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo 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


PRINCIPAL

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.

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 and Mandatory Disclosure**

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.**

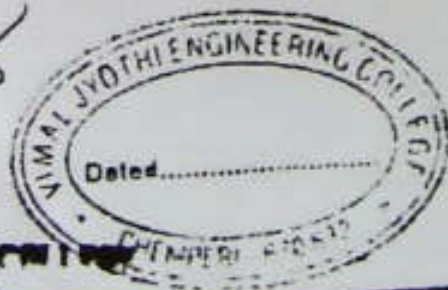
6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the Partner Terms and Conditions Appendix, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement 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.

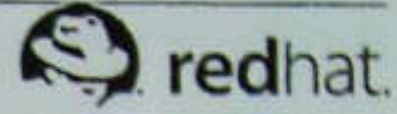
6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any 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).


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**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 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.

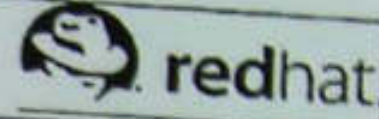
Red Hat Partner Agreement
(India)

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VIMAL JYOTHI ENGINEERING COLLEGE

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CME



Red Hat Academy:

**RED HAT®
ACADEMY**

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Red Hat Partner Agreement
(India)

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EXHIBIT C
RED HAT ACADEMY, COURSES, AND ADDITIONAL SERVICES

1. Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$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.

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Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Vimal Jyothi Engineering College

Signature *[Handwritten Signature]*

Printed Name Dr. Benny Joseph

Title The Principal of Vimal Jyothi Engineering College, Chemperi

Date 28/05/18

Red Hat India Private Limited

Signature _____

Printed Name _____

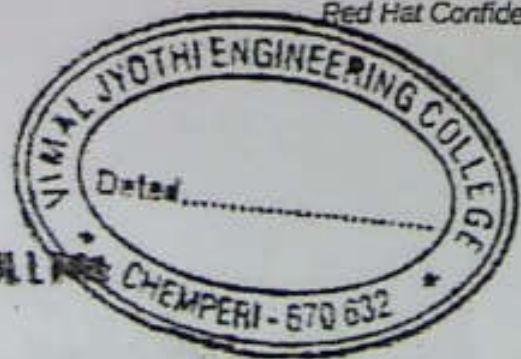
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Date _____

Red Hat Partner Agreement (India)

December

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VIMAL JYOTHI ENGINEERING COLLEGE
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